

Original Application

Middle TN Imaging, LLC

CN1701-003

Premier
Radiology



Saint Thomas
Health

MIDDLE TENNESSEE IMAGING, LLC

D/B/A

PREMIER RADIOLOGY

**NEW SALEM
OUTPATIENT DIAGNOSTIC CENTER
MURFREESBORO, TN**

**CERTIFICATE OF NEED APPLICATION
JANUARY 2017**

Middle Tennessee Imaging, LLC

Vendor No : TN HSDA

Check No : 057298

01/10/17

Our Acct. No.:

Health Services & Development

Invoice Date	Invoice No.	Description	Gross Amount	Discount	Net Amount
01/10/17	011017	New Salem CON Filing Fee	15,000.00		15,000.00
Totals :			15,000.00	0.00	15,000.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Check # : 057298

Middle Tennessee Imaging, LLC
3024 Business Park Circle
Goodlettsville, TN 37072
615-851-6033

Pinnacle Bank 615-744-3700
150 3rd Avenue South
Nashville, TN 37201
064008637

Date :	01/10/17
Amount :	*****15,000.00

PAY **** FIFTEEN THOUSAND AND 0/100

Pay To The
Order Of:

Health Services & Development
Agency
500 Deaderick St, Ste 850
Nashville, TN 37243

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

VOID AFTER 180 DAYS



State of Tennessee

Health Services and Development Agency

Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-8884

11/13/17 PM 2:34

CERTIFICATE OF NEED APPLICATION

SECTION A: APPLICANT PROFILE

1. Name of Facility, Agency, or Institution

Middle Tennessee Imaging, LLC d/b/a Premier Radiology
Name

2723 New Salem Highway
Street or Route

Rutherford
County

Murfreesboro
City

TN
State

37128
Zip Code

Website address: www.premierradiology.com

Note: The facility's name and address **must be** the name and address of the project and **must be** consistent with the Publication of Intent.

2. Contact Person Available for Responses to Questions

Mark Gaw
Name

Chief Financial Officer
Title

PhyData, LLC
Company Name

mark.gaw@phydata.com
Email address

3024 Business Park Circle
Street or Route

Goodlettsville
City

TN
State

37072
Zip Code

Manager
Association with Owner

615-239-2039
Phone Number

615-296-9944
Fax Number

NOTE: **Section A** is intended to give the applicant an opportunity to describe the project. **Section B** addresses how the project relates to the criteria for a Certificate of Need by addressing: Need, Economic Feasibility, Contribution to the Orderly Development of Health Care, and Quality Measures.

Please answer all questions on **8½" X 11" white paper, clearly typed and spaced, single or double-sided, in order and sequentially numbered. In answering, please type the question and the response.** All questions must be answered. If an item does not apply, please indicate "N/A" (not applicable). **Attach appropriate documentation as an Appendix at the end of the application and reference the applicable Item Number on the attachment, i.e., Attachment A.1, A.2, etc. The last page of the application should be a completed signed and notarized affidavit.**

3. SECTION A: EXECUTIVE SUMMARY

A. Overview

Please provide an overview not to exceed three pages in total explaining each numbered point.

- 1) Description – Address the establishment of a health care institution, initiation of health services, bed complement changes, and/or how this project relates to any other outstanding but unimplemented certificates of need held by the applicant;

RESPONSE: Middle Tennessee Imaging, LLC (MTI) d/b/a Premier Radiology (Premier) operates outpatient imaging centers in the metro Nashville area. MTI proposes the establishment of a new ODC, the initiation of MRI and CT services, and the acquisition of a fixed 1.5T MRI unit and a fixed 16-slice CT unit, all at 2723 New Salem Highway in Murfreesboro, TN, 37128 (Rutherford County). The proposed project supports MTI's x-ray, mammography and ultrasound services at the Saint Thomas Health - New Salem primary care site. As part of the project, 726 square feet of medical office space will be renovated to house the one fixed MRI and one fixed CT units.

- 2) Ownership structure;

RESPONSE: Middle Tennessee Imaging, LLC d/b/a Premier Radiology is a joint venture between Saint Thomas Health (53.86%), NOL, LLC (42.15%) and Murfreesboro Imaging Partners (3.99%). MTI was created to own and operate outpatient diagnostic centers.

- 3) Service area;

RESPONSE: MTI has two other full service imaging centers in Rutherford County – one in Murfreesboro near Saint Thomas Hospital Rutherford and another in Smyrna. The Murfreesboro facility serves five counties – Rutherford, Bedford, Cannon, Coffee and Warren. The proposed MTI New Salem facility will serve three of these counties – Rutherford, Bedford and Coffee.

- 4) Existing similar service providers;

RESPONSE: Besides the two MTI ODCs mentioned above, The Imaging Center of Murfreesboro is the third ODC providing both MRI and CT services in the service area. A fourth ODC, the Tennessee PET Scan Center, provides CT services only.

As documented later in this application, service area ODC providers of MRI and CT services have experienced rapid growth in utilization over the past three reporting years. Demand for ODC MRI and CT services is expected to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital

outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

Furthermore, both the Saint Thomas Health - New Salem primary care site and MTI's New Salem site were selected to deliver patient care closer to where patients live. The New Salem area is in a high growth area south of I-24 and Saint Thomas Hospital Rutherford. Traffic between New Salem and downtown Murfreesboro is a growing concern, causing access issues to existing providers.

5) Project cost;

RESPONSE: Project costs include space lease costs of \$243,166.71 for 726 square feet over the initial 9-year, 7-month term. Total project costs are \$1,311,471.96.

6) Funding;

RESPONSE: The applicant's Chief Financial Officer has submitted a letter verifying that the project will be self-funded with existing cash-on-hand.

7) Financial Feasibility including when the proposal will realize a positive financial margin; and

RESPONSE: The project is financially feasible and will realize a positive financial margin in both its first and second years of operation.

8) Staffing.

RESPONSE: Minimal staffing is required for the project – 1.0 FTE MRI Tech, 1.0 FTE CT Tech and 1.0 FTE Support Staff (front desk).

B. Rationale for Approval

A certificate of need can only be granted when a project is necessary to provide needed health care in the area to be served, can be economically accomplished and maintained, will provide health care that meets appropriate quality standards, and will contribute to the orderly development of adequate and effective health care in the service area. This section should provide rationale for each criterion using the data and information points provided in Section B. of this application. Please summarize in one page or less each of the criteria:

1) Need;

RESPONSE: Both the Saint Thomas Health - New Salem primary care site and MTI's New Salem imaging site were selected to deliver patient care closer to where patients live. The New Salem area is in a high growth area south of I-24 and Saint Thomas Hospital Rutherford. Traffic between New Salem and downtown Murfreesboro is a growing concern, causing access issues to existing providers.

The community's focus on existing infrastructure limitations and the need to improve roadways is strong evidence of the robust growth in the service area, especially in Rutherford County. In particular, New Salem Highway, the site of MTI's proposed ODC, has received significant attention because of the residential and commercial growth in the area. Please see **Tab 8** for area photographs taken December 2016.

New Salem Highway has been an infrastructure priority. The widening of the road recently received state approval and is scheduled to begin in 2018. In addition to the communities surrounding MTI's location, other areas of Rutherford County that are experiencing unprecedented growth and the need for infrastructure and roadway development include Smyrna and other areas of Murfreesboro. Further evidence of area growth are references in newspaper articles about roadway development to new public schools that are being constructed in Rutherford County, including a middle school that is scheduled to open in August 2017, an elementary school in August 2018 and a Rockvale High School in 2019. Please see **Tab 9** for articles discussing the traffic and growth challenges in the area.

Service area ODC providers of MRI and CT services have experienced rapid growth in utilization over the past three reporting years. Demand for ODC MRI and CT services is expected to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

2) Economic Feasibility;

RESPONSE: Project costs include space lease costs of \$243,166.71 for 726 square feet over the initial 9-year, 7-month term. Total project costs, including the 1.5T MRI unit and the 16-slice CT unit, are \$1,311,471.96. The applicant's Chief Financial Officer has submitted a letter verifying that the project will be self-funded with existing cash-on-hand. The project is financially feasible and will realize a positive financial margin in both its first and second years of operation. Only minimal staffing is required for the project – 1.0 FTE MRI Tech, 1.0 FTE CT Tech and 1.0 FTE Support Staff (front desk).

3) Appropriate Quality Standards; and

RESPONSE: Like MTI's other existing ODCs, the MTI-New Salem ODC will be licensed by the Tennessee Department of Health. The MRI and CT units will be accredited by the American College of Radiology.

4) Orderly Development to adequate and effective health care.

RESPONSE: BothService area ODC providers of MRI and CT services have experienced rapid growth in utilization over the past three reporting years. Demand for ODC MRI and CT services is expected to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

As detailed later in this application, MTI's proposal to develop an ODC and establish MRI and CT services in Saint Thomas Health-New Salem's primary care center will have a positive impact on the delivery of high tech imaging services for the residents of southern Rutherford County, Bedford County and Coffee County. Based on statewide use rates, MTI-New Salem's service area has limited access to high tech imaging services, especially MRI services. MTI's project will increase the availability of MRI and CT services as well as improve access to these services. Because of the strong population growth that has been projected for the service area, MTI will be able to achieve sufficient volumes to meet HDSA's standards with modest market capture. In fact, the projected growth in MRIs not only supports the need for MTI's project but also allows existing, underutilized units to achieve higher volumes as well. In addition, current CT units in the area are highly utilized and are not expected to be negatively impacted by MTI-New Salem new CT service.

C. Consent Calendar Justification

If Consent Calendar is requested, please provide the rationale for an expedited review.

A request for Consent Calendar must be in the form of a written communication to the Agency's Executive Director at the time the application is filed.

RESPONSE: Not applicable, Consent Calendar is not requested.

4. SECTION A: PROJECT DETAILS

Owner of the Facility, Agency or Institution

A. Middle Tennessee Imaging, LLC (MTI)
Name
28 White Bridge Pike, Suite 111
Street or Route
Nashville
City
TN
State
615-986-6163
Phone Number
Davidson
County
37205
Zip Code

B. Type of Ownership of Control (Check One)

A. Sole Proprietorship	_____	F. Government (State of TN or Political Subdivision)	_____
B. Partnership	_____	G. Joint Venture	_____
C. Limited Partnership	_____	H. Limited Liability Company	X
D. Corporation (For Profit)	_____	I. Other (Specify) _____	_____
E. Corporation (Not-for-Profit)	_____		

Attach a copy of the partnership agreement, or corporate charter and certificate of corporate existence. Please provide documentation of the active status of the entity from the Tennessee Secretary of State's web-site at <https://tnbear.tn.gov/ECommerce/FilingSearch.aspx>. **Attachment Section A-4A.**

Describe the existing or proposed ownership structure of the applicant, including an ownership structure organizational chart. Explain the corporate structure and the manner in which all entities of the ownership structure relate to the applicant. As applicable, identify the members of the ownership entity and each member's percentage of ownership, for those members with 5% ownership (direct or indirect) interest. **Please see Tabs 1, 2 and 3.**

5. Name of Management/Operating Entity (If Applicable)

PhyData, LLC
Name
2024 Business Park Circle
Street or Route
Goodlettsville
City
TN
State
Sumner
County
37072
Zip Code
Website address: www.phydata.com

For new facilities or existing facilities without a current management agreement, attach a copy of a draft management agreement that at least includes the anticipated scope of management services to be provided, the anticipated term of the agreement, and the anticipated management fee payment methodology and schedule. For facilities with existing management agreements, attach a copy of the fully executed final contract. Attachment Section A-5. See Tab 4.

6A. Legal Interest in the Site of the Institution (Check One)

- | | | | |
|------------------------------|----------|--------------------|-------|
| A. Ownership | _____ | D. Option to Lease | _____ |
| B. Option to Purchase | _____ | E. Other (Specify) | _____ |
| C. Lease of <u>9.6</u> Years | <u>X</u> | | |

Check appropriate line above: For applicants or applicant's parent company/owner that currently own the building/land for the project location, attach a copy of the title/deed. For applicants or applicant's parent company/owner that currently lease the building/land for the project location, attach a copy of the fully executed lease agreement. For projects where the location of the project has not been secured, attach a fully executed document including Option to Purchase Agreement, Option to Lease Agreement, or other appropriate documentation. Option to Purchase Agreements **must include** anticipated purchase price. Lease/Option to Lease Agreements **must include** the actual/anticipated term of the agreement **and** actual/anticipated lease expense. The legal interests described herein **must be valid** on the date of the Agency's consideration of the certificate of need application.

6B. Attach a copy of the site's plot plan, floor plan, and if applicable, public transportation route to and from the site on an 8 1/2" x 11" sheet of white paper, single or double-sided. DO NOT SUBMIT BLUEPRINTS. Simple line drawings should be submitted and need not be drawn to scale.

- 1) Plot Plan **must include**:
 - a. Size of site (***in acres***);
RESPONSE: 3.04 acres
 - b. Location of structure on the site;
 - c. Location of the proposed construction/renovation; and
 - d. Names of streets, roads or highway that cross or border the site.
- 2) Attach a floor plan drawing for the facility which includes legible labeling of patient care rooms (noting private or semi-private), ancillary areas, equipment areas, etc. On an 8 1/2 by 11 sheet of paper or as many as necessary to illustrate the floor plan.
- 3) Describe the relationship of the site to public transportation routes, if any, and to any highway or major road developments in the area. Describe the accessibility of the proposed site to patients/clients.

Attachment Section A-6A, 6B-1 a-d, 6B-2, 6B-3. Please see Tabs 5, 8 and 9

7. Type of Institution (Check as appropriate--more than one response may apply)

- | | |
|---|--|
| A. Hospital (Specify) _____ | H Nursing Home _____ |
| B. Ambulatory Surgical Treatment _____ | I. Outpatient Diagnostic Center <u>X</u> |
| Center (ASTC), Multi-Specialty _____ | J. Rehabilitation Facility _____ |
| C. ASTC, Single Specialty _____ | K. Residential Hospice _____ |
| D. Home Health Agency _____ | L. Nonresidential Substitution- _____ |
| E. Hospice _____ | Based Treatment Center for _____ |
| F. Mental Health Hospital _____ | Opiate Addiction _____ |
| G. Intellectual Disability _____ | M. Other (Specify) _____ |
| Institutional Habilitation Facility _____ | |
| ICF/IID _____ | |

Check appropriate lines(s).

8. Purpose of Review (Check appropriate lines(s) – more than one response may apply)

- | | |
|---|--|
| A. New Institution <u>X</u> | F. Change in Bed Complement _____ |
| B. Modifying an ASTC with _____ | [Please note the type of change |
| limitation still required per CON _____ | by underlining the appropriate |
| C. Addition of MRI Unit <u>X</u> | response: Increase, Decrease, |
| D. Pediatric MRI <u>X</u> | Designation, Distribution, |
| E. Initiation of Health Care _____ | Conversion, Relocation] |
| Service as defined in T.C.A. _____ | G. Satellite Emergency Dept. _____ |
| §68-11-1607(4) _____ | H. Change of Location _____ |
| (Specify) _____ | I. Other (Specify) <u>Add CT Unit</u> <u>X</u> |

9. Medicaid/TennCare, Medicare Participation

MCO Contracts [Check all that apply]

X AmeriGroup X United Healthcare Community Plan X BlueCare X TennCare Select

Medicare Provider Number 103G706948

Medicaid Provider Number 3790913

Certification Type _____

If a new facility, will certification be sought for Medicare and/or Medicaid/TennCare?

Medicare XYes ___No ___N/A Medicaid/TennCare XYes ___No ___N/A

10. Bed Complement Data

A. Please indicate current and proposed distribution and certification of facility beds. *** NOT APPLICABLE ***

	<u>Current Licensed</u>	<u>Beds Staffed</u>	<u>Beds Proposed</u>	<u>*Beds Approved</u>	<u>**Beds Exempted</u>	<u>TOTAL Beds at Completion</u>
1) Medical						
2) Surgical						
3) ICU/CCU						
4) Obstetrical						
5) NICU						
6) Pediatric						
7) Adult Psychiatric						
8) Geriatric Psychiatric						
9) Child/Adolescent Psychiatric						
10) Rehabilitation						
11) Adult Chemical Dependency						
12) Child/Adolescent Chemical Dependency						
13) Long-Term Care Hospital						
14) Swing Beds						
15) Nursing Home – SNF (Medicare only)						
16) Nursing Home – NF (Medicaid only)						
17) Nursing Home – SNF/NF (dually certified Medicare/Medicaid)						
18) Nursing Home – Licensed (non-certified)						
19) ICF/IID						
20) Residential Hospice						
TOTAL						
<i>*Beds approved but not yet in service</i>						
<i>**Beds exempted under 10% per 3 year provision</i>						

RESPONSE: Not applicable.

B. Describe the reasons for change in bed allocations and describe the impact the bed change will have on the applicant facility's existing services. **Attachment Section A-10.**

RESPONSE: Not applicable.

C. Please identify all the applicant's outstanding Certificate of Need projects that have a licensed bed change component. If applicable, complete chart below.

<u>CON Number(s)</u>	<u>CON Expiration Date</u>	<u>Total Licensed Beds Approved</u>

11. Home Health Care Organizations – Home Health Agency, Hospice Agency (excluding Residential Hospice), identify the following by checking all that apply: *NOT APPLICABLE*****

	Existing Licensed County	Parent Office County	Proposed Licensed County		Existing Licensed County	Parent Office County	Proposed Licensed County
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lauderdale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bedford	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawrence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Benton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lewis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bledsoe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lincoln	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Blount	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Loudon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bradley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	McMinn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Campbell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	McNairy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cannon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Macon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carroll	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Madison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Marion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheatham	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Marshall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chester	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Maury	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Claiborne	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Meigs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Monroe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cocke	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coffee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Moore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crockett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Morgan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cumberland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Obion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Davidson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Decatur	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Perry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DeKalb	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pickett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dickson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Polk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dyer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Putnam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fayette	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rhea	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fentress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Roane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Franklin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Robertson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gibson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rutherford	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Giles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grainger	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sequatchie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Greene	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sevier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grundy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Shelby	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hamblen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smith	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hamilton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stewart	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hancock	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sullivan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hardeman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sumner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hardin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tipton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hawkins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trousdale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Haywood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Unicoi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Van Buren	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hickman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Warren	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Houston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washington	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Humphreys	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wayne	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Weakley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jefferson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	White	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Johnson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Williamson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Knox	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wilson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

12. Square Footage and Cost Per Square Footage Chart

Unit/Department	Existing Location	Existing SF	Temporary Location	Proposed Final Location	Proposed Final Square Footage		
					Renovated	New	Total
MRI/CT	N/A	-0-	N/A	Suite 101	726	-0-	726
Unit/Department GSF Sub-Total	N/A	-0-	N/A	Suite 101	726	-0-	726
Other GSF Total							
Total GSF	N/A	-0-	N/A	Suite 101	726	-0-	726
*Total Cost					\$223,205.25	-0-	\$223,205.25
**Cost Per Square Foot					\$307.45	-0-	\$307.45
Cost per Square Foot Is Within Which Range (For quartile ranges, please refer to the Applicant’s Toolbox on www.tn.gov/hsda) RESPONSE: Data not available for ODCs					<input type="checkbox"/> Below 1 st Quartile	<input type="checkbox"/> Below 1 st Quartile	<input type="checkbox"/> Below 1 st Quartile
					<input type="checkbox"/> Between 1 st and 2 nd Quartile	<input type="checkbox"/> Between 1 st and 2 nd Quartile	<input type="checkbox"/> Between 1 st and 2 nd Quartile
					<input type="checkbox"/> Between 2 nd and 3 rd Quartile	<input type="checkbox"/> Between 2 nd and 3 rd Quartile	<input type="checkbox"/> Between 2 nd and 3 rd Quartile
					<input type="checkbox"/> Above 3 rd Quartile	<input type="checkbox"/> Above 3 rd Quartile	<input type="checkbox"/> Above 3 rd Quartile

* The Total Construction Cost should equal the Construction Cost reported on line A5 of the Project Cost Chart.

** Cost per Square Foot is the construction cost divided by the square feet. Please do not include contingency costs.

13. MRI, PET, and/or Linear Accelerator

1. Describe the acquisition of any Magnetic Resonance Imaging (MRI) scanner that is adding a MRI scanner in counties with population less than 250,000 or initiation of pediatric MRI in counties with population greater than 250,000 and/or

RESPONSE: GE 1.5T MRI HDxt

2. Describe the acquisition of any Positron Emission Tomographer (PET) or Linear Accelerator if initiating the service by responding to the following:

RESPONSE: Not applicable.

A. Complete the chart below for acquired equipment.

<input type="checkbox"/> Linear Accelerator	Mev _____	Types:	<input type="checkbox"/> SRS <input type="checkbox"/> IMRT <input type="checkbox"/> IGRT <input type="checkbox"/> Other _____
	Total Cost*:	<input type="checkbox"/> By Purchase	Expected Useful Life (yrs) _____
<input type="checkbox"/> New	<input type="checkbox"/> Refurbished	<input type="checkbox"/> By Lease	Expected Useful Life (yrs) _____
		<input type="checkbox"/> If not new, how old? (yrs)	_____
<input checked="" type="checkbox"/> MRI	Tesla: <u>1.5</u>	Magnet:	<input type="checkbox"/> Breast <input type="checkbox"/> Extremity <input type="checkbox"/> Open <input type="checkbox"/> Short Bore <input type="checkbox"/> Other _____
	Total Cost*:	<input checked="" type="checkbox"/> By Purchase	Expected Useful Life (yrs) _____
<input type="checkbox"/> New	<u>\$445,000</u>	<input type="checkbox"/> By Lease	Expected Useful Life (yrs) _____
	<input type="checkbox"/> Refurbished	<input type="checkbox"/> If not new, how old? (yrs)	<u>TBD</u>
<input type="checkbox"/> PET	<input type="checkbox"/> PET only <input type="checkbox"/> PET/CT <input type="checkbox"/> PET/MRI	<input type="checkbox"/> By Purchase	Expected Useful Life (yrs) _____
	Total Cost*:	<input type="checkbox"/> By Lease	Expected Useful Life (yrs) _____
<input type="checkbox"/> New	<input type="checkbox"/> Refurbished	<input type="checkbox"/> If not new, how old? (yrs)	_____

* As defined by Agency Rule 0720-9-.01(13)

- B. In the case of equipment purchase, include a quote and/or proposal from an equipment vendor. In the case of equipment lease, provide a draft lease or contract that at least includes the term of the lease and the anticipated lease payments along with the fair market value of the equipment.

RESPONSE: Please see **Tab 7**.

- C. Compare lease cost of the equipment to its fair market value. Note: Per Agency Rule, the higher cost must be identified in the project cost chart.

RESPONSE: Not applicable.

D. Schedule of Operations:

Location	Days of Operation (Sunday through Saturday)	Hours of Operation (example: 8 am – 3 pm)
Fixed Site (Applicant)	Monday through Friday	8 am – 5 pm
Mobile Locations (Applicant)		
(Name of Other Location)		
(Name of Other Location)		

E. Identify the clinical applications to be provided that apply to the project.

RESPONSE: The fixed MRI unit will be used for the following clinical applications:

- Musculoskeletal imaging,
- Body and breast imaging,
- Cardiac imaging,
- Neuro imaging and
- Vascular imaging.

F. If the equipment has been approved by the FDA within the last five years provide documentation of the same.

RESPONSE: Not applicable.

SECTION B: GENERAL CRITERIA FOR CERTIFICATE OF NEED

In accordance with T.C.A. § 68-11-1609(b), “no Certificate of Need shall be granted unless the action proposed in the application for such Certificate is necessary to provide needed health care in the area to be served, can be economically accomplished and maintained, will provide health care that meets appropriate quality standards, and will contribute to the orderly development of health care.” Further standards for guidance are provided in the State Health Plan developed pursuant to T.C.A. § 68-11-1625.

The following questions are listed according to the four criteria: (1) Need, (2) Economic Feasibility, (3) Applicable Quality Standards, and (4) Contribution to the Orderly Development of Health Care. Please respond to each question and provide underlying assumptions, data sources, and methodologies when appropriate. *Please type each question and its response on an 8 1/2" x 11" white paper, single-sided or double sided.* All exhibits and tables must be attached to the end of the application in correct sequence identifying the question(s) to which they refer, unless specified otherwise. ***If a question does not apply to your project, indicate “Not Applicable (NA).”***

QUESTIONS

NEED

1. Provide a response to each criterion and standard in Certificate of Need Categories in the State Health Plan that are applicable to the proposed project. Criteria and standards can be obtained from the Tennessee Health Services and Development Agency or found on the Agency’s website at <http://www.tn.gov/hsda/article/hsda-criteria-and-standards>.

RESPONSE: Under the “*Tennessee Health: Guidelines for Growth*” there are three sets of criteria applicable to the proposed project:

- Outpatient Diagnostic Centers
- Construction, Renovation, Expansion & Replacement of Health Care Institutions and
- Magnetic Resonance Imaging (MRI).

OUTPATIENT DIAGNOSTIC CENTERS

1. The need for outpatient diagnostic services shall be determined on a county by county basis (with data presented for contiguous counties for comparative purposes) and should be projected four years into the future using available population figures.

RESPONSE: See the sections, below, describing the need for the MRI and CT services which will be offered in the ODC proposed by MTI. Both the need methodologies and the results are provided on a county by county basis, for 2017 and 2021.

2. Approval of additional outpatient diagnostic services will be made only when it is demonstrated that existing services in the applicant’s geographical service area are not adequate and/or there are special circumstances that require additional services.

RESPONSE: See the sections, below, describing the need for the MRI and CT services which will be offered in the ODC proposed by MTI. Both the need methodologies and the results are provided on a county by county basis, for 2017 and 2021.

3. Any special needs and circumstances:

- a. The needs of both medical and outpatient diagnostic facilities and services must be analyzed.

RESPONSE: See the sections, below, describing the need for the MRI and CT services which will be offered in the ODC proposed by MTI.

- b. Other special needs and circumstances, which might be pertinent, must be analyzed.

RESPONSE: See the sections, below, describing the need for the MRI and CT services which will be offered in the ODC proposed by MTI. Special needs and circumstances include high utilization of existing providers, rapid population growth, traffic congestion adversely impacting patient access and the provision of lower cost ODC services compared to higher cost hospital outpatient department (HOPD) rates.

- c. The applicant must provide evidence that the proposed diagnostic outpatient services will meet the needs of the potential clientele to be served.

1. The applicant must demonstrate how emergencies within the outpatient diagnostic facility will be managed in conformity with accepted medical practice.

RESPONSE: As with MTI's existing ODC operations, a physician will be present whenever patients are receiving diagnostic services and technologists will be trained to handle emergency situations. A crash cart, stocked with appropriate emergency equipment and medications, will be maintained at all times. Hospital transfer agreements will be maintained with Saint Thomas Hospital Rutherford.

2. The applicant must establish protocols that will assure that all clinical procedures performed are medically necessary and will not unnecessarily duplicate other services.

RESPONSE: As an existing ODC provider of MRI and CT services, existing policies regarding medical necessity and medical appropriateness will be maintained.

CONSTRUCTION, RENOVATION, EXPANSION & REPLACEMENT OF
HEALTH CARE INSTITUTIONS

1. Any project that includes the addition of beds, services, or medical equipment will be reviewed under the standards for those specific activities.

RESPONSE: MTI acknowledges this statement and has provided responses to the MRI standards.

2. For relocation or replacement of an existing licensed health care institution:
 - a. The applicant should provide plans which include costs for both renovation and relocation, demonstrating the strengths and weaknesses of each alternative.
 - b. The applicant should demonstrate that there is an acceptable existing or projected future demand for the proposed project.

RESPONSE: Not applicable. The MTI project does not include the relocation or replacement of an existing licensed health care institution.

3. For renovation or expansions of an existing licensed health care institution:
 - a. The applicant should demonstrate that there is an acceptable existing demand for the proposed project.

RESPONSE: See the sections, below, describing the need for the MRI and CT services which will be offered in the ODC proposed by MTI.

- b. The applicant should demonstrate that the existing physical plant's condition warrants major renovation or expansion.

RESPONSE: The proposed MRI and CT space is "first generation" space in a newly completed medical office building. In other words, it has never been finished or built out for tenant occupancy.

MAGNETIC RESONANCE IMAGING (MRI)

1. Utilization Standards for non-Specialty MRI Units.

- a. An applicant proposing a new non-Specialty stationary MRI service should project a minimum of at least 2160 MRI procedures in the first year of service, building to a minimum of 2520 procedures per year by the second year of service, and building to a minimum of 2880 procedures per year by the third year of service and for every year thereafter.

RESPONSE: MTI-New Salem is projected to meet each of these criteria. Please see the text following this section for narrative with calculations and exhibits.

- b. Providers proposing a new non-Specialty mobile MRI service should project a minimum of at least 360 mobile MRI procedures in the first year of service per day of operation per week, building to an annual minimum of 420 procedures per day of operation per week by the second year of service, and building to a minimum of 480 procedures per day of operation per week by the third year of service and for every year thereafter.

RESPONSE: Not applicable. MTI is not seeking a new non-Specialty mobile MRI service.

- c. An exception to the standard number of procedures may occur as new or improved technology and equipment or new diagnostic applications for MRI units are developed. An applicant must demonstrate that the proposed unit offers a unique and necessary technology for the provision of health care services in the Service Area.

RESPONSE: Not applicable. MTI is not seeking an exception.

- d. Mobile MRI units shall not be subject to the need standard in paragraph 1 b if fewer than 150 days of service per year are provided at a given location. However, the applicant must demonstrate that existing services in the applicant's Service Area are not adequate and/or that there are special circumstances that require these additional services.

RESPONSE: Not applicable. MTI is not proposing a mobile MRI unit.

- e. Hybrid MRI Units. The HSDA may evaluate a CON application for an MRI "hybrid" Unit (an MRI Unit that is combined/utilized with another medical equipment such as a megavoltage radiation therapy unit or a positron emission tomography unit) based on the primary purposes of the Unit.

RESPONSE: Not applicable. MTI is not proposing a hybrid MRI unit.

2. Access to MRI Units. All applicants for any proposed new MRI Unit should document that the proposed location is accessible to approximately 75% of the Service Area's population. Applications that include non-Tennessee counties in their proposed Service Areas should provide evidence of the number of existing MRI units that service the non-Tennessee counties and the impact on MRI unit utilization in the non-Tennessee counties, including the

specific location of those units located in the non-Tennessee counties, their utilization rates, and their capacity (if that data are available).

RESPONSE: MTI-New Salem is projected to meet this criterion. The proposed location is accessible to approximately 95% of the Service Area's population. No non-Tennessee counties are included. Please see the text following this section for narrative with calculations and exhibits.

3. **Economic Efficiencies.** All applicants for any proposed new MRI Unit should document that alternate shared services and lower cost technology applications have been investigated and found less advantageous in terms of accessibility, availability, continuity, cost, and quality of care.

RESPONSE: MTI-New Salem provides lower cost technologies. The proposed MRI (and CT) unit will supplement these other technologies. At a cost of only \$445,000, MTI's proposed 1.5T GE MRI unit represents very affordable and high quality technology.

4. **Need Standard for non-Specialty MRI Units.**

A need likely exists for one additional non-Specialty MRI unit in a Service Area when the combined average utilization of existing MRI service providers is at or above 80% of the total capacity of 3600 procedures, or 2880 procedures, during the most recent twelve month period reflected in the provider medical equipment report maintained by the HSDA. The total capacity per MRI unit is based upon the following formula:

Stationary MRI Units: $1.20 \text{ procedures per hour} \times \text{twelve hours per day} \times 5 \text{ days per week} \times 50 \text{ weeks per year} = 3,600 \text{ procedures per year}$

Mobile MRI Units: $\text{Twelve (12) procedures per day} \times \text{days per week in operation} \times 50 \text{ weeks per year}$. For each day of operation per week, the optimal efficiency is 480 procedures per year, or 80 percent of the total capacity of 600 procedures per year.

RESPONSE: ODC MRI providers exceed this criterion. Please see the text following this section for narrative with calculations and exhibits.

5. **Need Standards for Specialty MRI Units.**

RESPONSE: Not applicable. This project does not involve any Specialty MRI Units.

6. **Separate Inventories for Specialty MRI Units and non-Specialty MRI Units.** If data availability permits, Breast, Extremity, and Multi-position MRI Units shall not be counted in the inventory of non-Specialty fixed or mobile MRI Units, and an inventory for each category of Specialty MRI Unit shall be counted and maintained separately. None of the Specialty MRI Units may be replaced with non-Specialty MRI fixed or mobile MRI Units and a Certificate of Need granted for any of these Specialty MRI Units shall have included on its face a statement to that effect. A non-Specialty fixed or mobile MRI Unit for which a CON is granted for Specialty MRI Unit purpose use-only shall be counted in the specific Specialty MRI Unit inventory and shall also have stated on the face of its Certificate of Need that it may not be used for non-Specialty MRI purposes.

RESPONSE: Historical MRI utilization is provided in the text following this section, with calculations and exhibits.

7. **Patient Safety and Quality of Care.** The applicant shall provide evidence that any proposed MRI Unit is safe and effective for its proposed use.

- a. The United States Food and Drug Administration (FDA) must certify the proposed MRI Unit for clinical use.

RESPONSE: Documentation of FDA approval for the GE 1.5T MRI unit is provided at **Tab 12**.

- b. The applicant should demonstrate that the proposed MRI Procedures will be offered in a physical environment that conforms to applicable federal standards, manufacturer's specifications, and licensing agencies' requirements.

RESPONSE: Documentation from the architect confirming compliance with applicable codes and licensing regulations is provided at **Tab 13**.

- c. The applicant should demonstrate how emergencies within the MRI Unit facility will be managed in conformity with accepted medical practice.

RESPONSE: A physician will be present whenever patients are receiving diagnostic services and technologists will be trained to handle emergency situations. A crash cart, stocked with appropriate emergency equipment and medications, will be maintained at all times. Existing hospital transfer agreements will be maintained.

- d. The applicant should establish protocols that assure that all MRI Procedures performed are medically necessary and will not unnecessarily duplicate other services.

RESPONSE: As an existing MRI service, existing policies regarding medical necessity and medical appropriateness will be maintained.

- e. An applicant proposing to acquire any MRI Unit or institute any MRI service, including Dedicated Breast and Extremity MRI Units, shall demonstrate that it meets or is prepared to meet the staffing recommendations and requirements set forth by the American College of Radiology, including staff education and training programs.

RESPONSE: MTI's MRI unit will be accredited by the American College of Radiology. Accreditation shall be maintained, including staffing recommendations and requirements, and staff education and training programs.

- f. All applicants shall commit to obtain accreditation from the Joint Commission, the American College of Radiology, or a comparable accreditation authority for MRI within two years following operation of the proposed MRI Unit.

RESPONSE: MTI's MRI unit will be accredited by the American College of Radiology.

- g. All applicants should seek and document emergency transfer agreements with local area hospitals, as appropriate. An applicant's arrangements with its physician medical director must specify that said physician be an active member of the subject transfer agreement hospital medical staff.

RESPONSE: Hospital transfer agreements will be maintained with Saint Thomas Hospital Rutherford. A physician will be present whenever patients are receiving diagnostic services and technologists will be trained to handle emergency situations. A crash cart, stocked with appropriate emergency equipment and medications, will be maintained at all times. Hospital medical staff appointments are provided at **Tab 14**. The medical director will be an active member of the subject transfer agreement hospital medical staff.

8. The applicant should provide assurances that it will submit data in a timely fashion as requested by the HSDA to maintain the HSDA Equipment Registry.

RESPONSE: The applicant will continue to submit data in a timely fashion as requested by the HSDA to maintain the HSDA Equipment Registry.

9. In light of Rule 0720-11.01, which lists the factors concerning need on which an application may be evaluated, and Principle No. 2 in the State Health Plan, "Every citizen should have reasonable access to health care," the HSDA may decide to give special consideration to an applicant:

- a. Who is offering the service in a medically underserved area as designated by the United States Health Resources and Services Administration;

Response: This project qualifies for special consideration under this criterion. According to <https://datawarehouse.hrsa.gov>, the entire service area or parts of Rutherford County, Bedford County and Coffee County in Tennessee are medically underserved areas.

- b. Who is a "safety net hospital" or a "children's hospital" as defined by the Bureau of TennCare Essential Access Hospital payment program; or

Response: This project does not qualify for special consideration under this criterion.

- c. Who provides a written commitment of intention to contract with at least one TennCare MCO and, if providing adult services, to participate in the Medicare program; or

Response: This project qualifies for special consideration under this criterion. The applicant contracts with four TennCare MCOs and participates in the Medicare program.

- d. Who is proposing to use the MRI unit for patients that typically require longer preparation and scanning times (e.g., pediatric, special needs, sedated, and contrast agent use patients). The applicant shall provide in its application information supporting the additional time required per scan and the impact on the need standard.

Response: This project does not qualify for special consideration under this criterion.

MRI Need Methodologies and Results

Background

Saint Thomas Health will open a new primary care center on March 1, 2017. The center will be located in a newly constructed medical office building at 2723 New Salem Highway in Murfreesboro (Rutherford County).

Both the Saint Thomas Health - New Salem primary care site and MTI's New Salem imaging site were selected to deliver patient care closer to where patients live. The New Salem area is in a high growth area south of I-24 and Saint Thomas Hospital Rutherford. Traffic between New Salem and downtown Murfreesboro is a growing concern, causing access issues to existing providers.

The community's focus on existing infrastructure limitations and the need to improve roadways is strong evidence of the robust growth in the service area, especially in Rutherford County. In particular, New Salem Highway, the site of MTI's proposed ODC, has received significant attention because of the residential and commercial growth in the area. Please see **Tab 8** for area photographs taken December 2016.

New Salem Highway has been an infrastructure priority. The widening of the road recently received state approval and is scheduled to begin in 2018. In addition to the communities surrounding MTI's location, other areas of Rutherford County that are experiencing unprecedented growth and the need for infrastructure and roadway development include Smyrna and other areas of Murfreesboro. Further evidence of area growth are references in newspaper articles about roadway development to new public schools that are being constructed in Rutherford County, including a middle school that is scheduled to open in August 2017, an elementary school in August 2018 and a Rockvale High School in 2019. Please see **Tab 9** for articles discussing the traffic and growth challenges in the area.

Saint Thomas Health - New Salem will offer a number of important health services to the community including:

- Primary Care
- Physical Therapy
- Laboratory Services
- ExpressCare, a Walk-in and Same-Day Appointment Clinic
- Extended Hours, including evenings and Saturdays

Providers scheduled to staff the center include four family practice providers and three internal medicine providers. Please see the following list:

Saint Thomas Health - New Salem Physicians and Providers

Provider	Specialty
James Rand Haynes, II, MD	Family Practice
Allison Kellerman, NP	Family Practice
Erika Marie Silberman, DO	Family Practice
Thomas J. Walsh, DO	Family Practice
Steven J. Payne, MD	Internal Medicine
Anita Pinkston, PA-C	Internal Medicine
Frank D. Warren, PA-C, MPAS	Internal Medicine

Source: Saint Thomas Health

To support these physicians and their patients, as well as other physicians and residents of the community, Middle Tennessee Imaging, LLC ("MTI") d/b/a Premier Radiology will provide imaging services for Saint Thomas Health - New Salem including x-ray, mammography and ultrasound services. These services will be available when the center opens in February. In addition, to complement the range of imaging modalities that will be available at the center (x-ray, mammography and ultrasound), MTI is proposing to develop a new outpatient diagnostic center ("ODC"), which will provide onsite MRI and CT services. As part of its proposed ODC project, MRI will acquire a fixed MRI and a fixed CT and will renovated approximately 726 square feet of additional space in the medical office building. MTI estimates that the total costs for this project will be approximately \$1,311,471.96.

MTI's Imaging Services in Murfreesboro

MTI operates one ODC in Murfreesboro ("MTI-Murfreesboro"), which is located in a medical office building at 1840 Medical Center Parkway on the campus of Saint Thomas Rutherford Hospital. Primarily, MTI's existing Murfreesboro center serves the physicians on the Saint Thomas Rutherford Hospital campus and their patients, providing a range of imaging services, including MRI (2 units) and CT (1 unit) services. The Murfreesboro center is approximately five miles from the Saint Thomas Health-New Salem primary care center. Almost 60 percent of MTI-Murfreesboro patient's are residents of Murfreesboro. Please see the following:

MTI-Murfreesboro Patient Origin

Zip	City	County	Percent of Total	Cumulative Percent
37129	Murfreesboro	Rutherford	18.0%	18.0%
37130	Murfreesboro	Rutherford	17.7%	35.8%
37128	Murfreesboro	Rutherford	16.2%	52.0%
37127	Murfreesboro	Rutherford	6.2%	58.2%
37355	Manchester	Coffee	4.3%	62.5%
37160	Shelbyville	Bedford	3.8%	66.3%
37167	Smyrna	Rutherford	3.8%	70.0%
37110	McMinnville	Warren	2.7%	72.8%
37037	Christiana	Rutherford	2.6%	75.4%
37190	Woodbury	Cannon	2.2%	77.6%
37153	Rockvale	Rutherford	1.8%	79.4%
37085	Lascassas	Rutherford	1.6%	81.0%
Others			19.0%	100.0%
Total			100.0%	100.0%

Note: Includes patient data from 1/1/2016 through 11/30/2016
Source: MTI

MTI-Murfreesboro has experienced strong utilization of its MRI service, which over the past 12 months accounted for 7,223 procedures or 3,612 procedures per MRI unit. Based on the Health Services Development Agency's ("HSDA") capacity standard of 3,600 procedures per MRI unit, MTI-Murfreesboro operated at 100.3 percent of capacity. Please see the following:

MTI-Murfreesboro MRI Volume

Date	MRI Procedures
11/2015	525
12/2015	535
1/2016	459
2/2016	595
3/2016	681
4/2016	643
5/2016	586
6/2016	610
7/2016	568
8/2016	697
9/2016	682
10/2016	642
Total	7,223
MRI Units	2
Procedures per Unit	3,612
HSDA Capacity Standard per Unit	3,600
Percent of Capacity	100.3%

Source: MTI

Similarly, MTI-Murfreesboro's CT scanner has operated at a high utilization, accounting for almost 6,000 procedures over the past 12 months, which based on an industry capacity standard of 6,000 procedures per unit, indicates that the unit is operating almost 100 percent of capacity. Please see the following:

MTI-Murfreesboro CT Volume

Date	CT Procedures
11/2015	379
12/2015	476
1/2016	388
2/2016	501
3/2016	585
4/2016	460
5/2016	489
6/2016	547
7/2016	487
8/2016	607
9/2016	515
10/2016	525
Total	5,959
CT Units	1
Procedures per Unit	5,959
Capacity Standard per Unit	6,000
Percent of Capacity	99.3%

Source: MTI

In addition, MTI operates a second ODC in Rutherford County that is located in Smyrna ("MTI-Smyrna"). Similar to its Murfreesboro center, the Smyrna center provides a range of imaging services, including MRI (2 units) and CT (1 unit) services. The Smyrna facility is over 17 miles from the New Salem center, serving a population that is primarily located in north Rutherford County and south Davidson County and MTI does not consider the center to be an alternative to its proposed New Salem project. Please see the following:

MTI-Smyrna Patient Origin

Zip	City	County	Percent of Total	Cumulative Percent
37167	Smyrna	Rutherford	36.1%	36.1%
37086	La Vergne	Rutherford	21.6%	57.7%
37013	Antioch	Davidson	11.0%	68.7%
37129	Murfreesboro	Rutherford	8.5%	77.2%
37018	Murfreesboro	Rutherford	3.6%	80.8%
37130	Murfreesboro	Rutherford	3.4%	84.2%
Others			15.8%	100.0%
Total			100.0%	100.0%

Note: Includes patient data from 1/1/2016 through 11/30/2016 and includes all imaging modalities

Source: MTI

MTI-New Salem Service Area

Based on existing referral patterns to MTI's Murfreesboro ODC as well as geographic proximities, the proposed service area for the proposed MTI-New Salem ODC includes the residents of five zip codes in Rutherford County and all of the residents of Bedford County and Coffee County. The Rutherford County zip codes represent the center's primary service area ("PSA"), while Bedford County and Coffee County represent its secondary service area ("SSA"). Please see **Tab 11** for a map of the service area. In addition, MTI-New Salem projects that approximately 5.0 percent of the center's patients will reside outside of the PSA and SSA. Please see the following exhibit that profiles the service area and projected patient origin:

MTI-New Salem Proposed Service Area and Approximate Patient Origin

County	Percent of Patients
PSA	
Rutherford County	
37037	
37060	
37127	
37128	
37153	
PSA Subtotal	59.0%
SSA	
Bedford County	18.0%
Coffee County	18.0%
SSA Subtotal	36.0%
Outside the Service Area	5.0%
Total	100%

Service Area Population Growth

MTI-New Salem's service area has a projected 2017 population of 196,748. From 2017 to 2021, the overall service area will grow by approximately 12,651 residents, a 1.6 percent annual growth rate, reaching 209,399 total residents. The PSA (Rutherford County zip codes) is projected to have especially strong growth, 2.0 percent annually. By comparison, the state will grow by a projected 1.0 percent annually. Please see the following analysis

Projected 2017 - 2021 Total Population

	2017	2021	Annual % Change	Absolute Change
PSA				
Rutherford				
37037	7,733	8,316	1.8%	583
37060	2,697	2,871	1.6%	174
37127	17,798	19,047	1.7%	1,249
37128	55,600	60,589	2.2%	4,989
37153	5,652	6,067	1.8%	415
PSA Subtotal	89,480	96,890	2.0%	7,410
SSA				
Bedford	50,845	54,178	1.6%	3,333
Coffee	56,423	58,331	0.8%	1,908
SSA Subtotal	107,268	112,509	1.2%	5,241
PSA + SSA	196,748	209,399	1.6%	12,651
Tennessee	6,887,572	7,181,236	1.0%	293,664

Note: Nielson 2020 zip code population data was interpolated from 2017 and 2022 data
Sources: TN DOH Population Statistics and Nielson

The senior population (65 years of age and older) in the service area is growing at an even faster rate than the total population. The growth in the senior population is significant given that seniors utilize healthcare resources (including imaging services such as MRI and CT) at a higher rate than younger age groups. Projections indicate that between 2017 and 2021, the senior population will grow from 27,658 residents to 32,750 residents, an increase of 5,092 seniors, representing a 4.3 percent annual increase. Moreover, seniors will account for over 40 percent of the service area's population growth between 2017 and 2021. Again, a significant portion of the growth in the senior population will be in the PSA, which will grow by a projected 5.9 percent annually.

Projected 2017 - 2021 65+ Population

	2017	2021	Annual % Change	Absolute Change
PSA				
Rutherford				
37037	880	1,105	5.9%	225
37060	418	503	4.7%	85
37127	2,283	2,800	5.2%	517
37128	4,867	6,190	6.2%	1,323
37153	685	873	6.3%	188
PSA Subtotal	9,133	11,471	5.9%	2,338
SSA				
Bedford	7,993	9,299	3.9%	1,306
Coffee	10,532	11,980	3.3%	1,448
SSA Subtotal	18,525	21,279	3.5%	2,754
PSA + SSA	27,658	32,750	4.3%	5,092
Tennessee	1,133,025	1,314,674	3.8%	181,649

Note: Nielson 2020 zip code population data was interpolated from 2017 and 2022 data
Sources: TN DOH Population Statistics and Nielson

Service Area MRI Utilization Projections

In 2015, Rutherford County, Bedford County and Coffee County accounted for 33,497 MRI procedures or 83.7 MRIs per 1,000 population. By comparison, the use rate for the state of Tennessee was 89.4 MRI procedures per 1,000, 6.8 percent higher than the service area's use rate. The lower use rate, especially in Bedford County and Coffee County, suggests that service area residents have more limited access to MRI services and that these areas are underserved for MRI services. Please see the following:

2015 MRI Utilization and Use Rates

	Procedures	Population	Use Rate/1,000	% of State
Rutherford	25,536	298,606	85.5	95.6%
Bedford	3,778	47,185	80.1	89.6%
Coffee	4,183	54,282	77.1	86.2%
Total	33,497	400,073	83.7	93.6%
Statewide	590,347	6,600,211	89.4	

Source: Medical Equipment Registry

MTI New Salem expects that with 1) population growth in the service area and 2) improved access to MRI services and a concomitant increase in the area's use rate to that of the state's use rate (89.4/1,000), the number of service area MRIs will increase significantly. The projected increase in MRI procedures is expected to generate more than 9,400 additional MRI procedures by 2021, sufficient volume to accommodate approximately three MRI units. Please see the following analysis, which projects 2021 MRI volume for Rutherford County, Bedford County and Coffee County:

2021 Projected MRI Utilization

	2021 Population	2015 TN Use Rate	2021 Projected MRIs	2015 Actual MRIs	Incremental Growth
Rutherford	367,508	89.4	32,855	25,536	7,319
Bedford	54,178	89.4	4,844	3,778	1,066
Coffee	58,331	89.4	5,215	4,183	1,032
Total	480,017		42,914	33,497	9,417
Need @2,880/Unit					3.3
Need @3,600/Unit					2.6

Note: Use rate represents the 2015 Tennessee statewide MRI use rate/1,000

Sources: TN DOH Population Statistics and Medical Equipment Registry

Similarly, MTI-New Salem projects that its service area, which is also experiencing strong population growth, will also generate sufficient MRI volume to support the need for its proposed center. From 2017 to 2021, projections indicate that the service area's MRI volume will increase by 25.5 percent from 14,922 procedures to 18,721 procedures, sufficient incremental growth to support more than one MRI unit. Please see the following exhibit:

Service Area 2021 Projected MRI Volume

County/Zip Code	2021 Population	2015 TN Use Rate	2021 Projected MRIs	2015 Actual MRIs	Incremental Growth
Rutherford					
37037	8,316	89.4	743	602	141
37060	2,871	89.4	257	210	47
37127	19,047	89.4	1,703	1384	319
37128	60,589	89.4	5,417	4325	1,092
37153	6,067	89.4	542	440	102
PSA Subtotal	96,890	89.4	8,662	6,961	1,701
Bedford	54,178	89.4	4,844	3,778	1,066
Coffee	58,331	89.4	5,215	4,183	1,032
SSA Subtotal	112,509	89.4	10,059	7,961	2,098
PSA + SSA Total	209,399		18,721	14,922	3,799
Need @2,880/Unit					1.3
Need @3,600/Unit					1.1

Note: 2015 MRIs for Rutherford County zip codes represent a pro rata share of the county's 2015 MRI volume (25,536) based on the zip codes' percentage of the county's 2017 population

Note: Use rate represents the 2015 Tennessee statewide MRI use rate/1,000

Sources: TN DOH Population Statistics, Nielson, HSDA Medical Equipment Registry

MTI- New Salem Utilization Projections

MRI Services - MTI-New Salem projects, based on conservative and achievable market share assumptions, that its volumes will meet HDSA's volume standard for new MRI units. The following exhibit profiles MTI-New Salem's market share assumptions for its first three operating years:

Market Share Assumptions

County/Zip Code	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)
Rutherford zip codes	17.5%	19.0%	20.0%
Bedford	7.0%	9.0%	11.0%
Coffee	6.0%	8.0%	10.0%

Note: Includes Rutherford County zip codes 37037, 37060, 37127, 37128 and 37153

In summary, based on projected population in the service area, achievement of the statewide use rate for MRI procedures (89.4 per 1,000) and anticipated market capture, MTI-New Salem will be able to achieve the following volumes for 2018, 2019 and 2020:

MTI-New Salem MRI Volume Projections

County/Zip Code	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)
Rutherford zip codes	1,428	1,582	1,698
Bedford	323	422	524
Coffee	305	410	517
Out of Area	108	126	144
Total	2,164	2,540	2,883
HDSA Target	2,160	2,520	2,880

Note: Includes Rutherford County zip codes 37037, 37060, 37127, 37128 and 37153

MTI-New Salem can achieve its volume projections solely from incremental MRI growth in the service area. From 2017 to 2021, the service area will account for almost 3,800 incremental MRI procedures, significantly more than MTI-New Salem's Year 3 projection of 2,883 procedures. Therefore, the impact of the proposed project on existing MRI providers should be minimal. In fact, if the projected incremental MRI procedures for the entire population of Rutherford, Bedford and Coffee counties are considered, 9,417 MRIs, there is sufficient volume for MTI-New Salem's project as well as for existing underutilized MRI providers to achieve higher volumes.

Please refer to the following three exhibits for detailed volume projections for Year 1, Year 2 and Year 3.

Year 1 (2018) MTI-New Salem MRI Volume Projections

County/Zip Code	2018 Pop	2015 Use Rate	2021 MRIs	Projected Market Share	Incremental MRIs
Rutherford					
37037	7,875	89.4	704		
37060	2,739	89.4	245		
37127	18,102	89.4	1,618		
37128	56,807	89.4	5,079		
37153	5,753	89.4	514		
PSA Subtotal	91,276	89.4	8,160	17.5%	1,428
Bedford	51,659	89.4	4,618	7.0%	323
Coffee	56,894	89.4	5,086	6.0%	305
SSA Subtotal	108,553	89.4	9,704		628
Out of Area (5%)					108
Year 1 MRI Total					2,164

Note: Nielson 2020 zip code population data was interpolated from 2017 and 2022 data

Sources: TN DOH Population Statistics and Nielson

Year 2 (2019) MTI-New Salem MRI Volume Projections

	<u>2019 Pop</u>	<u>2015 Use Rate</u>	<u>2021 MRIs</u>	<u>Projected Market Share</u>	<u>Incremental MRIs</u>
Rutherford					
37037	8,019	89.4	717		
37060	2,782	89.4	249		
37127	18,412	89.4	1,646		
37128	58,040	89.4	5,189		
37153	5,856	89.4	524		
PSA Subtotal	93,109	89.4	8,325	19.0%	1,582
Bedford	52,486	89.4	4,692	9.0%	422
Coffee	57,369	89.4	5,129	8.0%	410
SSA Subtotal	109,855	89.4	9,821		832
Out of Area (5%)					126
Year 2 MRI Total					2,540

Note: Nielson 2020 zip code population data was interpolated from 2017 and 2022 data
Sources: TN DOH Population Statistics and Nielson

Year 3 (2020) MTI-New Salem MRI Volume Projections

	<u>2020 Pop</u>	<u>2015 Use Rate</u>	<u>2021 MRIs</u>	<u>Projected Market Share</u>	<u>Incremental MRIs</u>
Rutherford					
37037	8,166	89.4	730		
37060	2,826	89.4	253		
37127	18,727	89.4	1,674		
37128	59,300	89.4	5,301		
37153	5,961	89.4	533		
PSA Subtotal	94,980	89.4	8,491	20.0%	1,698
Bedford	53,326	89.4	4,767	11.0%	524
Coffee	57,848	89.4	5,172	10.0%	517
SSA Subtotal	111,174	89.4	9,939		1,041
Out of Area (5%)					144
Year 3 MRI Total					2,883

Note: Nielson 2020 zip code population data was interpolated from 2017 and 2022 data
Sources: TN DOH Population Statistics and Nielson

CT Need Methodologies and Results

MTI has projected the CT volume for its New Salem center based on its historical ratio of CT to MRI procedures. Historically, MTI's CT volume has accounted for approximately 77 percent of its MRI volume. Assuming that this ratio holds for its New Salem center, MTI anticipates the following CT volumes for Year 1, Year 2, and Year 3:

MTI-New Salem CT Volume Projections

	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)
Projected MRIs	2,164	2,540	2,883
MTI Ratio of CT to MRI	.77	.77	.77
Projected CTs	1,666	1,956	2,220

Existing CT providers are well-utilized and MTI does not expect that its New Salem CT service will have an adverse impact on any existing unit. Based on the most recent year of data (2015), there are 18 CT units in Rutherford County, Bedford County and Coffee County. In 2015, these 18 units accounted for 87,090 procedures or 4,838 procedures per unit. Using the capacity standard of 6,000 procedures per unit, these CT operated at a healthy 80.6 percent of capacity. Please see the following exhibit:

2015 Area-wide CT Utilization

County	Facility	Procedures	Units	% of Capacity
Rutherford	MTI Rutherford	5,262	1	87.7%
Rutherford	MTI Smyrna	1,706	1	28.4%
Rutherford	TN PET Scan Ctr LLC	7,388	1	123.1%
Rutherford	The Image Ctr. Of Murfreesboro	2,743	1	45.7%
	ODC Total	17,099	4	71.2%
Rutherford	Saint Thomas Rutherford	25,091	2	209.1%
Rutherford	TriStar Stonecrest	18,364	2	153.0%
Rutherford	Trustpoint	N/A	N/A	N/A
Bedford	Heritage M.C.	5,099	1	85.0%
Coffee	Harton Regional	9,170	2	76.4%
Coffee	United Regional Medical Ctr	2,635	1	43.9%
Coffee	MC of Manchester	1,607	1	26.8%
Coffee	Unity Medical Center	3,347	2	27.9%
	Hospital Total	65,313	11	99.0%
Rutherford	Murfreesboro Medical Clinic-Garrison Drive	4,343	2	36.2%
Rutherford	Saxena, Rishi MD	335	1	5.6%
	PO Physician Owned Total	4,678	3	26.0%
	Grand Total	87,090	18	80.6%

Source: HSDA Medical Equipment Registry

Summary and Conclusions

In summary, MTI's proposal to develop a ODC and establish MRI and CT services in Saint Thomas Health-New Salem's primary care center will have a positive impact on the delivery of high tech imaging services for the residents of southern Rutherford County, Bedford County and Coffee County. Based on statewide use rates, MTI-New Salem's service area has limited access to high tech imaging services, especially MRI services. MTI's project will increase the availability of MRI and CT services as well as improve access to these services. Because of the strong population growth that has been projected for the service area, MTI will be able to achieve sufficient volumes to meet HDSA's standards with modest market capture. In fact, the projected growth in MRIs not only supports the need for MTI's project but also allows existing, underutilized units to achieve higher volumes as well. In addition, current CT units in the area are highly utilized and are not expected to be negatively impacted by MTI-New Salem new CT service.

2. Describe the relationship of this project to the applicant facility's long-range development plans, if any, and how it relates to related previously approved projects of the applicant.

RESPONSE: MTI's long-range plan is to assure the availability in Middle Tennessee of cost-effective outpatient imaging services in patient-friendly, dedicated facilities. MTI believes that a network of such facilities operated and managed in a coordinated fashion will result in the optimum use of resources, and will be a key component in future models of health care that contemplate broad provider integration.

This project is also consistent with the Five Principles for Achieving Better Health as articulated in the State Health Plan.

1. **Healthy Lives.** This project will improve the health of Tennesseans by expanding access to MRI and CT services.
 2. **Access to Care.** This project will improve access to MRI and CT services in a high population growth area with increasing traffic problems.
 3. **Economic Efficiencies.** At a cost of only \$445,000, MTI's proposed 1.5T GE MRI unit represents very affordable and high quality technology. Similarly, MTI's 16-slice CT scanner is a very affordable \$205,000.
 4. **Quality of Care.** MTI's proposed 1.5T GE MRI unit and 16-slice GE CT unit represent very affordable and high quality technology.
 5. **Health Care Workforce.** Only three FTEs (two clinical) are needed to implement the project.
3. Identify the proposed service area and justify the reasonableness of that proposed area. Submit a county level map for the Tennessee portion of the service area using the map on the following page, clearly marked to reflect the service area as it relates to meeting the requirements for CON criteria and standards that may apply to the project. Please include a discussion of the inclusion of counties in the border states, if applicable. **Attachment Section B - Need-3.**

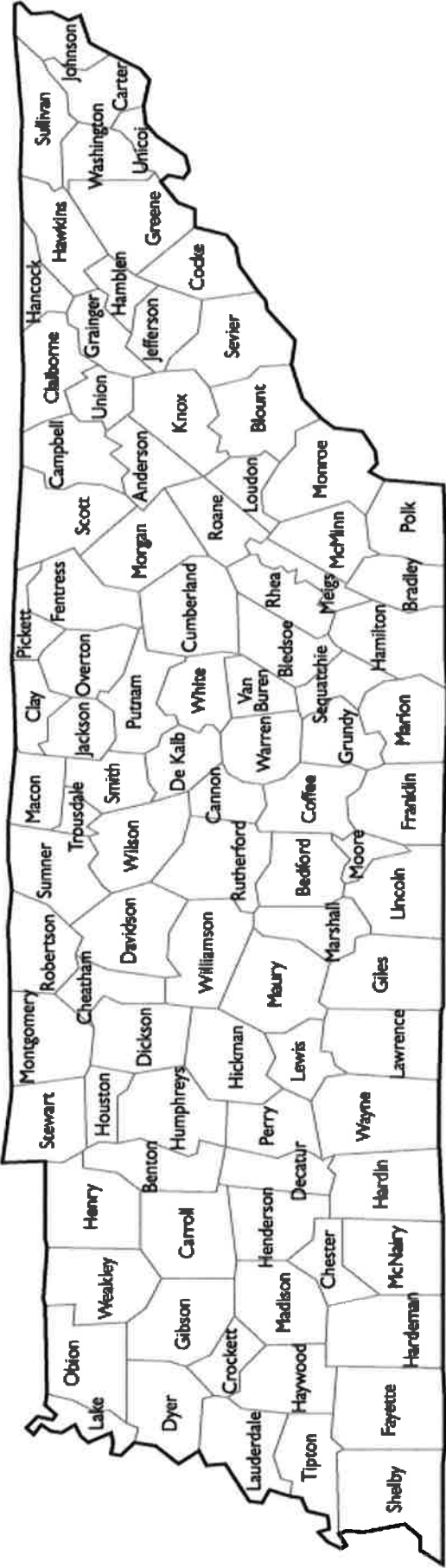
Please complete the following tables, if applicable:

Service Area Counties	Historical Utilization-County Residents	% of total procedures
County #1	Not Applicable	
County #2		
Etc.		
Total		100%

Service Area Counties	Projected Utilization-County Residents (Year 2)	% of total procedures
Rutherford	2,653	59%
Bedford	809	18%
Coffee	809	18%
Total	4,271 + 225 Other = 4,496 Scans	95% + 5% Other = 100%

RESPONSE: Based on historical patient origin data for MTI's Murfreesboro and Smyrna ODCs, MTI's New Salem service area for this project is comprised of three counties. This three county area represents approximately 95% of MTI-New Salem's MRI and CT procedures. Please see **Attachment C, Need – 1 (Tab 11)** for service area maps.

County Level Map



4. A. 1) Describe the demographics of the population to be served by the proposal.

RESPONSE: MTI-New Salem's service area has a projected 2017 population of 196,748. From 2017 to 2021, the overall service area will grow by approximately 12,651 residents, a 1.6 percent annual growth rate, reaching 209,399 total residents. The PSA (Rutherford County zip codes) is projected to have especially strong growth, 2.0 percent annually. By comparison, the state will grow by a projected 1.0 percent annually. Please see the following analysis

Projected 2017 - 2021 Total Population

	2017	2021	Annual % Change	Absolute Change
PSA				
Rutherford				
37037	7,733	8,316	1.8%	583
37060	2,697	2,871	1.6%	174
37127	17,798	19,047	1.7%	1,249
37128	55,600	60,589	2.2%	4,989
37153	5,652	6,067	1.8%	415
PSA Subtotal	89,480	96,890	2.0%	7,410
SSA				
Bedford	50,845	54,178	1.6%	3,333
Coffee	56,423	58,331	0.8%	1,908
SSA Subtotal	107,268	112,509	1.2%	5,241
PSA + SSA	196,748	209,399	1.6%	12,651
Tennessee	6,887,572	7,181,236	1.0%	293,664

Note: Nielson 2020 zip code population data was interpolated from 2017 and 2022 data
Sources: TN DOH Population Statistics and Nielson

The senior population (65 years of age and older) in the service area is growing at an even faster rate than the total population. The growth in the senior population is significant given that seniors utilize healthcare resources (including imaging services such as MRI and CT) at a higher rate than younger age groups. Projections indicate that between 2017 and 2021, the senior population will grow from 27,658 residents to 32,750 residents, an increase of 5,092 seniors, representing a 4.3 percent annual increase. Moreover, seniors will account for over 40 percent of the service area's population growth between 2017 and 2021. Again, a significant portion of the growth in the senior population will be in the PSA, which will grow by a projected 5.9 percent annually.

Projected 2017 - 2021 65+ Population

	2017	2021	Annual % Change	Absolute Change
PSA				
Rutherford				
37037	880	1,105	5.9%	225
37060	418	503	4.7%	85
37127	2,283	2,800	5.2%	517
37128	4,867	6,190	6.2%	1,323
37153	685	873	6.3%	188
PSA Subtotal	9,133	11,471	5.9%	2,338
SSA				
Bedford	7,993	9,299	3.9%	1,306
Coffee	10,532	11,980	3.3%	1,448
SSA Subtotal	18,525	21,279	3.5%	2,754
PSA + SSA	27,658	32,750	4.3%	5,092
Tennessee	1,133,025	1,314,674	3.8%	181,649

Note: Nielson 2020 zip code population data was interpolated from 2017 and 2022 data
Sources: TN DOH Population Statistics and Nielson

- 2) Using current and projected population data from the Department of Health, the most recent enrollee data from the Bureau of TennCare, and demographic information from the US Census Bureau, complete the following table and include data for each county in your proposed service area.

Projected Population Data: <http://www.tn.gov/health/article/statistics-population>

TennCare Enrollment Data: <http://www.tn.gov/tenncare/topic/enrollment-data>

Census Bureau Fact Finder: <http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>

Demographic Variable/Geographic Area	Department of Health/Health Statistics							Bureau of the Census				TennCare	
	Total Population-Current Year	Total Population-Projected Year	Total Population-% Change	*Target Population-Current Year	*Target Population-Project Year	*Target Population-% Change	Target Population Projected Year as % of Total	Median Age	Median Household Income	Person Below Poverty Level	Person Below Poverty Level as % of Total	TennCare Enrollees	TennCare Enrollees as % of Total
County A													
County B, etc.													
Service Area Total													
State of TN Total													

* Target Population is population that project will primarily serve. For example, nursing home, home health agency, hospice agency projects typically primarily serve the Age 65+ population; projects for child and adolescent psychiatric services will serve the Population Ages 0-19. Projected Year is defined in select service-specific criteria and standards. If Projected Year is not defined, default should be four years from current year, e.g., if Current Year is 2016, then default Projected Year is 2020.

RESPONSE: Please see **Tab 15** to view the completed table.

- B. Describe the special needs of the service area population, including health disparities, the accessibility to consumers, particularly the elderly, women, racial and ethnic minorities, and low-income groups. Document how the business plans of the facility will take into consideration the special needs of the service area population.

RESPONSE: MTI provides services without regard to gender, race, socio-economic status, or ability to pay, and participates in the Medicare and TennCare programs.

5. Describe the existing and approved but unimplemented services of similar healthcare providers in the service area. Include utilization and/or occupancy trends for each of the most recent three years of data available for this type of project. List each provider and its utilization and/or occupancy individually. Inpatient bed projects must include the following data: Admissions or discharges, patient days, average length of stay, and occupancy. Other projects should use the most appropriate measures, e.g., cases, procedures, visits, admissions, etc. This doesn't apply to projects that are solely relocating a service.

RESPONSE: See need section, above, for utilization rates.

6. Provide applicable utilization and/or occupancy statistics for your institution for each of the past three years and the projected annual utilization for each of the two years following completion of the project. Additionally, provide the details regarding the methodology used to project utilization. The methodology **must include** detailed calculations or documentation from referral sources, and identification of all assumptions.

RESPONSE: Please see the need section, above, for MTI's historical and projected volumes for MRI and CT services. Assumptions are provided in the accompanying text.

In addition, MTI-Murfreesboro received MRI/CT referrals from 1,107 physicians in 2016. MTI-Smyrna received MRI/CT referrals from 850 physicians in 2016. Of these, 503 physicians referred to both MTI facilities. MTI-New Salem is expected to draw referrals from this same base of physicians.

ECONOMIC FEASIBILITY

1. Provide the cost of the project by completing the Project Costs Chart on the following page. Justify the cost of the project.
 - A. All projects should have a project cost of at least \$15,000 (the minimum CON Filing Fee). (See Application Instructions for Filing Fee)
 - B. The cost of any lease (building, land, and/or equipment) should be based on fair market value or the total amount of the lease payments over the initial term of the lease, whichever is greater. Note: This applies to all equipment leases including by procedure or "per click" arrangements. The methodology used to determine the total lease cost for a "per click" arrangement must include, at a minimum, the projected procedures, the "per click" rate and the term of the lease.
 - C. The cost for fixed and moveable equipment includes, but is not necessarily limited to, maintenance agreements covering the expected useful life of the equipment; federal, state, and local taxes and other government assessments; and installation charges, excluding capital expenditures for physical plant renovation or in-wall shielding, which should be included under construction costs or incorporated in a facility lease.
 - D. Complete the Square Footage Chart on page 8 and provide the documentation. Please note the Total Construction Cost reported on line 5 of the Project Cost Chart should equal the Total Construction Cost reported on the Square Footage Chart.
 - E. For projects that include new construction, modification, and/or renovation—**documentation must be** provided from a licensed architect or construction professional that support the estimated construction costs. Provide a letter that includes the following:
 - 1) A general description of the project;
 - 2) An estimate of the cost to construct the project;
 - 3) A description of the status of the site's suitability for the proposed project; and
 - 4) Attesting the physical environment will conform to applicable federal standards, manufacturer's specifications and licensing agencies' requirements including the AIA Guidelines for Design and Construction of Hospital and Health Care Facilities in current use by the licensing authority.

RESPONSE: Project costs include space lease costs of \$243,166.71 for 726 square feet over the initial 9-year, 7-month term.

The MRI and CT equipment will be purchased used, as opposed to new. The specific pieces of equipment will depend upon the available inventory after Agency approval. There are no service contract costs anticipated. Per MTI policy, all maintenance required will be funded through operations as needed.

Please see the vendor quotations for the equipment to be purchased in **Attachment B, II.E.3 (Tab 7)**.

Please see **Attachment C, Need – 1 (Tab 13)** for a letter from the contractor supporting the construction costs.

PROJECT COST CHART

A. Construction and equipment acquired by purchase:		
1.	Architectural and Engineering Fees	<u>\$50,000.00</u>
2.	Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	<u>\$100,000.00</u>
3.	Acquisition of Site	<u>-</u>
4.	Preparation of Site	<u>-</u>
5.	Total Construction Costs	<u>\$223,205.25</u>
6.	Contingency Fund	<u>-</u>
7.	Fixed Equipment (Not included in Construction Contract)	<u>-</u>
8.	Moveable Equipment (List all equipment over \$50,000 as separate attachments)	<u>\$655,100.00</u>
9.	Other (Specify) <u>Furniture</u>	<u>\$25,000.00</u>
B. Acquisition by gift, donation, or lease:		
1.	Facility (inclusive of building and land)	<u>\$243,166.71</u>
2.	Building only	<u>-</u>
3.	Land only	<u>-</u>
4.	Equipment (Specify) <u>N/A.</u>	<u></u>
5.	Other (Specify) <u>N/A.</u>	<u></u>
C. Financing Costs and Fees:		
1.	Interim Financing	<u>-</u>
2.	Underwriting Costs	<u>-</u>
3.	Reserve for One Year's Debt Service	<u>-</u>
4.	Other (Specify) <u>N/A.</u>	<u></u>
D.	Estimated Project Cost (A+B+C)	<u>\$1,296,471.96</u>
E.	CON Filing Fee	<u>\$15,000.00</u>
F.	Total Estimated Project Cost (D+E)	<u>\$1,311,471.96</u>
	TOTAL	<u>\$1,311,471.96</u>

2. Identify the funding sources for this project.

Check the applicable item(s) below and briefly summarize how the project will be financed. **(Documentation for the type of funding MUST be inserted at the end of the application, in the correct alpha/numeric order and identified as Attachment Section B-Economic Feasibility-2.)**

- ☐ A. Commercial loan – Letter from lending institution or guarantor stating favorable initial contact, proposed loan amount, expected interest rates, anticipated term of the loan, and any restrictions or conditions;
- ☐ B. Tax-exempt bonds – Copy of preliminary resolution or a letter from the issuing authority stating favorable initial contact and a conditional agreement from an underwriter or investment banker to proceed with the issuance;
- ☐ C. General obligation bonds – Copy of resolution from issuing authority or minutes from the appropriate meeting;
- ☐ D. Grants – Notification of intent form for grant application or notice of grant award;
- ☒ E. Cash Reserves – Appropriate documentation from Chief Financial Officer of the organization providing the funding for the project and audited financial statements of the organization; and/or **See Tabs 17 and 18.**
- ☐ F. Other – Identify and document funding from all other sources.

3. Complete Historical Data Charts on the following two pages—**Do not modify the Charts provided or submit Chart substitutions!**

Historical Data Chart represents revenue and expense information for the last *three (3)* years for which complete data is available. Provide a Chart for the total facility and Chart just for the services being presented in the proposed project, if applicable. **Only complete one chart if it suffices.**

Note that “Management Fees to Affiliates” should include management fees paid by agreement to the parent company, another subsidiary of the parent company, or a third party with common ownership as the applicant entity. “Management Fees to Non-Affiliates” should include any management fees paid by agreement to third party entities not having common ownership with the applicant.

RESPONSE: Please refer to the completed charts on the following pages. As a new ODC facility, there are no historical data to report.

HISTORICAL DATA CHART

☐ Total Facility
☐ Project Only

Give information for the last *three (3)* years for which complete data are available for the facility or agency. The fiscal year begins in _____ (Month).

	Year _____	Year _____	Year _____
A. Utilization Data (Specify unit of measure, e.g., 1,000 patient days, 500 visits)	_____	_____	_____
B. Revenue from Services to Patients			
1. Inpatient Services	\$ _____	\$ _____	\$ _____
2. Outpatient Services	_____	_____	_____
3. Emergency Services	_____	_____	_____
4. Other Operating Revenue (Specify) _____	_____	_____	_____
Gross Operating Revenue	\$ _____	\$ _____	\$ _____
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	\$ _____	\$ _____	\$ _____
2. Provision for Charity Care	_____	_____	_____
3. Provisions for Bad Debt	_____	_____	_____
Total Deductions	\$ _____	\$ _____	\$ _____
NET OPERATING REVENUE	\$ _____	\$ _____	\$ _____
D. Operating Expenses			
1. Salaries and Wages			
a. Direct Patient Care	_____	_____	_____
b. Non-Patient Care	_____	_____	_____
2. Physician's Salaries and Wages	_____	_____	_____
3. Supplies	_____	_____	_____
4. Rent			
a. Paid to Affiliates	_____	_____	_____
b. Paid to Non-Affiliates	_____	_____	_____
5. Management Fees:			
a. Paid to Affiliates	_____	_____	_____
b. Paid to Non-Affiliates	_____	_____	_____
6. Other Operating Expenses	_____	_____	_____
Total Operating Expenses	\$ _____	\$ _____	\$ _____
E. Earnings Before Interest, Taxes and Depreciation	\$ _____	\$ _____	\$ _____
F. Non-Operating Expenses			
1. Taxes	\$ _____	\$ _____	\$ _____
2. Depreciation	_____	_____	_____
3. Interest	_____	_____	_____
4. Other Non-Operating Expenses	_____	_____	_____
Total Non-Operating Expenses	\$ _____	\$ _____	\$ _____
NET INCOME (LOSS)	\$ _____	\$ _____	\$ _____

Chart Continues Onto Next Page

NET INCOME (LOSS)	\$ _____	\$ _____	\$ _____
G. Other Deductions			
1. Annual Principal Debt Repayment	\$ _____	\$ _____	\$ _____
2. Annual Capital Expenditure	_____	_____	_____
Total Other Deductions	\$ _____	\$ _____	\$ _____
NET BALANCE	\$ _____	\$ _____	\$ _____
DEPRECIATION	\$ _____	\$ _____	\$ _____
FREE CASH FLOW (Net Balance + Depreciation)	\$ _____	\$ _____	\$ _____

- ☐ Total Facility
☐ Project Only

HISTORICAL DATA CHART-OTHER EXPENSES

<u>OTHER EXPENSES CATEGORIES</u>	Year _____	Year _____	Year _____
1. <u>Professional Services Contract</u>	\$ _____	\$ _____	\$ _____
2. <u>Contract Labor</u>	_____	_____	_____
3. <u>Imaging Interpretation Fees</u>	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
Total Other Expenses	\$ _____	\$ _____	\$ _____

4. Complete Projected Data Charts on the following two pages – **Do not modify the Charts provided or submit Chart substitutions!**

The Projected Data Chart requests information for the two years following the completion of the proposed services that apply to the project. Please complete two Projected Data Charts. One Projected Data Chart should reflect revenue and expense projections for the **Proposal Only** (i.e., if the application is for additional beds, include anticipated revenue from the proposed beds only, not from all beds in the facility). The second Chart should reflect information for the total facility. **Only complete one chart if it suffices.**

Note that "Management Fees to Affiliates" should include management fees paid by agreement to the parent company, another subsidiary of the parent company, or a third party with common ownership as the applicant entity. "Management Fees to Non-Affiliates" should include any management fees paid by agreement to third party entities not having common ownership with the applicant.

RESPONSE: Please refer to the completed charts on the following pages.

The Projected Data Chart reflects operations for the proposed MRI and CT units only.

Regarding the Fees to Affiliates (Line D.8.a), these represent the Management Fees paid to PhyData, LLC, under the Amended Administrative Services Agreement.

PhyData, LLC (in addition to the Administrative Services Agreement) also has a separate Billing Services Agreement with MTI. PhyData is paid 4.5% of Net Global Collections.

PhyData, LLC is the only Billing Service utilized. There is not a second outsourced Collection Agency referenced. We realize the description may have been somewhat misleading.

PROJECTED DATA CHART

☐ Total Facility
☒ Project Only

Give information for the two (2) years following the completion of this proposal. The fiscal year begins in January
 (Month).

	Year 2018	Year 2019
A. Utilization Data (Specify unit of measure, e.g., 1,000 patient days, 500 visits)	3,830 Scans	4,496 Scans
B. Revenue from Services to Patients		
1. Inpatient Services	\$ -	\$ -
2. Outpatient Services	6,282,271	7,374,387
3. Emergency Services	-	-
4. Other Operating Revenue (Specify) <u>N/A.</u>	-	-
Gross Operating Revenue	\$ 6,282,271	\$ 7,374,387
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	\$ 4,491,824	\$ 5,272,687
2. Provision for Charity Care	37,694	44,246
3. Provisions for Bad Debt	175,904	206,483
Total Deductions	\$ 4,705,422	\$ 5,523,416
NET OPERATING REVENUE	\$ 1,576,849	\$ 1,850,971
D. Operating Expenses		
1. Salaries and Wages		
a. Direct Patient Care	192,000	197,760
b. Non-Patient Care	44,800	46,144
2. Physician's Salaries and Wages	-	-
3. Supplies	124,887	146,597
4. Rent		
a. Paid to Affiliates	23,225	23,692
b. Paid to Non-Affiliates	-	-
5. Management Fees:		
a. Paid to Affiliates	25,545	29,986
b. Paid to Non-Affiliates	-	-
6. Other Operating Expenses	707,823	827,396
Total Operating Expenses	\$ 1,118,280	\$ 1,271,575
E. Earnings Before Interest, Taxes and Depreciation	\$ 458,569	\$ 579,396
F. Non-Operating Expenses		
1. Taxes	\$ 10,000	\$ 12,000
2. Depreciation	161,912	161,912
3. Interest	-	-
4. Other Non-Operating Expenses	-	-
Total Non-Operating Expenses	\$ 171,912	\$ 173,912
NET INCOME (LOSS)	\$ 286,657	\$ 405,484

Chart Continues Onto Next Page

NET INCOME (LOSS)	\$ 286,657	\$ 405,484
G. Other Deductions		
1. Estimated Annual Principal Debt Repayment	\$ -	\$ -
2. Annual Capital Expenditure	-	-
Total Other Deductions	\$ -	\$ -
NET BALANCE	\$ 286,657	\$ 405,484
DEPRECIATION	\$ 161,912	\$ 161,912
FREE CASH FLOW (Net Balance + Depreciation)	\$ 448,569	\$ 567,396

- ☐ Total Facility
☒ Project Only

PROJECTED DATA CHART-OTHER EXPENSES

<u>OTHER EXPENSES CATEGORIES</u>	<u>Year 2018</u>	<u>Year 2019</u>
1. <u>Professional Services Contract</u>	\$ 22,707	\$ 26,654
2. <u>Contract Labor</u>	-	-
3. <u>Imaging Interpretation Fees</u>	441,518	518,272
4. <u>Billing & Collection Fees</u>	70,958	83,294
5. <u>Repairs & Maintenance</u>	79,473	93,289
6. <u>Transportation/Meals & Entertainment</u>	5,677	6,663
7. <u>IT, Ins., TeleCom & Other Expenses (i.e. Utilities)</u>	87,490	99,224
Total Other Expenses	\$ 707,823	\$ 827,396

5. A. Please identify the project's average gross charge, average deduction from operating revenue, and average net charge using information from the Projected Data Chart for Year 1 and Year 2 of the proposed project. Please complete the following table.

	Previous Year	Current Year	Year One	Year Two	% Change (Current Year to Year 2)
Gross Charge (<i>Gross Operating Revenue/Utilization Data</i>)	N/A	N/A	\$1,640	\$1,640	0.0%
Deduction from Revenue (<i>Total Deductions/Utilization Data</i>)	N/A	N/A	\$1,229	\$1,229	0.0%
Average Net Charge (<i>Net Operating Revenue/Utilization Data</i>)	N/A	N/A	\$412	\$412	0.0%

- B. Provide the proposed charges for the project and discuss any adjustment to current charges that will result from the implementation of the proposal. Additionally, describe the anticipated revenue from the project and the impact on existing patient charges.

RESPONSE: The charges for services in the proposed ODC facility will be the same as the current charges at MTI's other ODCs. There is no increase anticipated for year one of the project. The net operating income from the project in the first and second year is expected to be \$1,576,849 and \$1,850,971, respectively. Representative charges for the highest volume CPT codes at this facility are as follows:

CPT Code	Procedure	Charge	Medicare Reimbursement
	MRI		
72148	Lumbar Spine w/o	\$1,697	\$444
72141	Neck or Spine	\$1,693	\$444
73721	Joint of Lower Extremity	\$1,862	\$472

- C. Compare the proposed charges to those of similar facilities in the service area/adjoining service areas, or to proposed charges of projects recently approved by the Health Services and Development Agency. If applicable, compare the proposed charges of the project to the current Medicare allowable fee schedule by common procedure terminology (CPT) code(s).

RESPONSE: A comparison of the applicant's proposed charges with the Medicare allowable reimbursement is included in the table above.

For the most part, professional fees for MRI interpretation services by MTI's radiologists will be reimbursed by the applicant because most studies will be globally billed by MTI. In cases where it is required by law or contract that the professional services are billed separately, the radiologists will bill for their own services and MTI will bill for the technical component of the MRI study only. In cases where split billing is performed, the professional services agreement requires that the radiology group participate with all insurance plans that MTI accepts.

6. A. Discuss how projected utilization rates will be sufficient to support the financial performance. Indicate when the project's financial breakeven is expected and demonstrate the availability of sufficient cash flow until financial viability is achieved. Provide copies of the balance sheet and income statement from the most recent reporting period of the institution and the most recent audited financial statements with accompanying notes, if applicable. For all projects, provide financial information for the corporation, partnership, or principal parties that will be a source of funding for the project. Copies must be inserted at the end of the application, in the correct alpha-numeric order and labeled as **Attachment Section B-Economic Feasibility-6A**. **NOTE: Publicly held entities only need to reference their SEC filings.**

RESPONSE: MTI's services proposed in this project are similar to MTI's highly utilized services in Murfreesboro and Smyrna. As indicated in the Projected Data Chart, projected utilization will be sufficient to continue to allow MTI to operate efficiently and effectively.

- B. Net Operating Margin Ratio – Demonstrates how much revenue is left over after all the variable or operating costs have been paid. The formula for this ratio is: (Earnings before interest, Taxes, and Depreciation/Net Operating Revenue).

Utilizing information from the Historical and Projected Data Charts please report the net operating margin ratio trends in the following table:

Year	2nd Year previous to Current Year	1st Year previous to Current Year	Current Year	Projected Year 1	Projected Year 2
Net Operating Margin Ratio	N/A	N/A	N/A	29.1%	31.3%

- C. Capitalization Ratio (Long-term debt to capitalization) – Measures the proportion of debt financing in a business's permanent (Long-term) financing mix. This ratio best measures a business's true capital structure because it is not affected by short-term financing decisions. The formula for this ratio is: (Long-term debt/(Long-term debt/Total Equity (Net assets)) x 100).

For the entity (applicant and/or parent company) that is funding the proposed project please provide the capitalization ratio using the most recent year available from the funding entity's audited balance sheet, if applicable. The Capitalization Ratios are not expected from outside the company lenders that provide funding.

RESPONSE: MTI's capitalization ratio is 77.4%.

7. Discuss the project's participation in state and federal revenue programs including a description of the extent to which Medicare, TennCare/Medicaid and medically indigent patients will be served by the project. Additionally, report the estimated gross operating revenue dollar amount and percentage of projected gross operating revenue anticipated by payor classification for the first year of the project by completing the table below.

Applicant's Projected Payor Mix, Year 1

Payor Source	Projected Gross Operating Revenue	As a % of total
Medicare/Medicare Managed Care	\$927,891	14.8%
TennCare/Medicaid	654,613	10.4%
Commercial/Other Managed Care	4,350,473	69.3%
Self-Pay	54,028	0.9%
Charity Care	37,694	0.6%
Other (Specify) <u>Champus & Other</u>	257,573	4.1%
Total	\$6,282,271	100.0%

8. Provide the projected staffing for the project in Year 1 and compare to the current staffing for the most recent 12-month period, as appropriate. This can be reported using full-time equivalent (FTEs) positions for these positions. Additionally, please identify projected salary amounts by position classifications and compare the clinical staff salaries to prevailing wage patterns in the proposed service area as published by the Department of Labor & Workforce Development and/or other documented sources.

Position Classification	Existing FTEs (enter year)	Projected FTEs Year 1	Average Wage (Contractual Rate)	Area Wide/Statewide Average Wage
A. Direct Patient Care Positions				
<i>MRI Tech</i>	0.0	1.0	\$35.00/hr	\$31.00/hr
<i>CT Tech</i>	0.0	1.0	\$31.00/hr	\$31.00/hr
<i>Position "etc."</i>				
Total Direct Patient Care Positions	0.0	2.0		

B. Non-Patient Care Positions				
<i>Medical Asst/Front Desk</i>	0.0	1.0	\$16.00/hr	\$15.00/hr
<i>Position 2</i>				
<i>Position "etc."</i>				
Total Non-Patient Care Positions				
Total Employees (A+B)	0.0	1.0		
C. Contractual Staff	0.0	0.0		
Total Staff (A+B+C)	0.0	3.0		

9. Describe all alternatives to this project which were considered and discuss the advantages and disadvantages of each alternative including but not limited to:

- A. Discuss the availability of less costly, more effective and/or more efficient alternative methods of providing the benefits intended by the proposal. If development of such alternatives is not practicable, justify why not, including reasons as to why they were rejected.

RESPONSE: MTI has two other full service imaging centers in Rutherford County – one in Murfreesboro near Saint Thomas Hospital Rutherford and another in Smyrna. Expansion options at these sites are limited.

As documented previously in this application, service area ODC providers of MRI and CT services have experienced rapid growth in utilization over the past three reporting years. Demand for ODC MRI and CT services is expected to grow as the service area population increases and reimbursement plans continue to shift a greater portion of healthcare costs to

the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

Furthermore, both the Saint Thomas Health - New Salem primary care site and MTI's New Salem site were selected to deliver patient care closer to where patients live. The New Salem area is in a high growth area south of I-24 and Saint Thomas Hospital Rutherford. Traffic between New Salem and downtown Murfreesboro is a growing concern, causing access issues to existing providers.

At a cost of only \$445,000, MTI's proposed previously-owned 1.5T GE MRI unit represents very affordable and high quality technology. Similarly, at a cost of only \$205,000, MTI's proposed previously-owned 16-slice GE CT unit also represents very affordable and high quality technology.

This project is necessary to improve access to quality and cost-effective outpatient imaging services.

- B. Document that consideration has been given to alternatives to new construction, e.g., modernization or sharing arrangements.

RESPONSE: MTI's New Salem leased space is currently designed to accommodate both an MRI unit and a CT unit. MTI will build out its existing space (i.e., no expansion beyond the existing exterior walls) inside the facility.

CONTRIBUTION TO THE ORDERLY DEVELOPMENT OF HEALTH CARE

1. List all existing health care providers (i.e., hospitals, nursing homes, home care organizations, etc.), managed care organizations, alliances, and/or networks with which the applicant currently has or plans to have contractual and/or working relationships, that may directly or indirectly apply to the project, such as, transfer agreements, contractual agreements for health services.

RESPONSE: MTI has many active managed care contracts in place to provide for seamless care of its patients, including:

- Aetna
- Americhoice TennCare
- Amerigroup TennCare
- Beech Street
- Bluegrass Family Health Plan
- Blue Cross Blue Shield – TN – Ntwk P & S
- BlueCare/TennCare Select
- Bridgestone Firestone – WC arrangement
- Center Care Network
- Cigna HMO, POS, & PPO / Med Solutions
- Corvel
- Coventry / First Health
- Health Payors Organizations (HPO)
- HealthSpring HMO / Medicare Advantage
- Humana – Military – Tricare Prime
- Humana – all products
- Nissan – Work Comp arrangement
- Orchid Medical – Work Comp
- Prime Health
- Multiplan / Private Healthcare Systems
- Novanet – all products
- Signature Health Alliance – access through Bluegrass
- United Healthcare – all products
- USA Managed Care
- Windsor Health Plan of TN – MEDICARE EXTRA

2. Describe the effects of competition and/or duplication of the proposal on the health care system, including the impact to consumers and existing providers in the service area. Discuss any instances of competition and/or duplication arising from your proposal including a description of the effect the proposal will have on the utilization rates of existing providers in the service area of the project.

A. Positive Effects

RESPONSE: As documented previously in this application, service area ODC providers of MRI and CT services have experienced rapid growth in utilization over the past three reporting years. Demand for ODC MRI and CT services is expected to grow as the service area

population increases and reimbursement plans continue to shift a greater portion of healthcare costs to the patient. ODCs are not reimbursed at higher hospital outpatient department (HOPD) rates, so patient deductibles and co-pays are less in the ODC setting.

Furthermore, both the Saint Thomas Health - New Salem primary care site and MTI's New Salem site were selected to deliver patient care closer to where patients live. The New Salem area is in a high growth area south of I-24 and Saint Thomas Hospital Rutherford. Traffic between New Salem and downtown Murfreesboro is a growing concern, causing access issues to existing providers.

B. Negative Effects

RESPONSE: Negative effects on patients and payors are expected to be minimal, if there are any at all. Population growth in the service area is expected to increase the utilization of existing MRI and CT providers in the service area.

3. A. Discuss the availability of and accessibility to human resources required by the proposal, including clinical leadership and adequate professional staff, as per the State of Tennessee licensing requirements and/or requirements of accrediting agencies, such as the Joint Commission and Commission on Accreditation of Rehabilitation Facilities.

RESPONSE: Staffing requirements are minimal, just 3.0 FTEs. A number of channels are utilized by MTI to recruit and maintain staffing, including in-house listings of available positions, advertisements in local and regional newspapers, advertisements in professional publications, and recruiting firms. MTI has a history of successfully recruiting professional and administrative staff. It provides competitive benefits, compensation, and is committed to the retention of existing personnel.

- B. Verify that the applicant has reviewed and understands all licensing and/or certification as required by the State of Tennessee and/or accrediting agencies such as the Joint Commission for medical/clinical staff. These include, without limitation, regulations concerning clinical leadership, physician supervision, quality assurance policies and programs, utilization review policies and programs, record keeping, clinical staffing requirements, and staff education.

RESPONSE: MTI has reviewed and understands the licensure and certification requirements for medical and clinical staff. As an existing licensed and ACR-accredited provider, MTI has administrative policies and procedures in place to ensure that licensure and certification requirements are followed. Furthermore, MTI maintains quality standards that are focused on continual improvement.

- C. Discuss the applicant's participation in the training of students in the areas of medicine, nursing, social work, etc. (e.g., internships, residencies, etc.).

RESPONSE: The applicant is not currently involved in any training programs, but is willing to consider this under the auspices of an appropriate educated institution.

4. Identify the type of licensure and certification requirements applicable and verify the applicant has reviewed and understands them. Discuss any additional requirements, if applicable. Provide the name of the entity from which the applicant has received or will receive licensure, certification, and/or accreditation.

Licensure: **Tennessee Department of Health**

Certification Type (e.g. Medicare SNF, Medicare LTAC, etc.): **ODC**

Accreditation (i.e., Joint Commission, CARF, etc.): **American College of Radiology**

- A. If an existing institution, describe the current standing with any licensing, certifying, or accrediting agency. Provide a copy of the current license of the facility and accreditation designation.

RESPONSE: MTI's facilities are in full compliance with all applicable licensure and accreditation requirements.

- B. For existing providers, please provide a copy of the most recent statement of deficiencies/plan of correction and document that all deficiencies/findings have been corrected by providing a letter from the appropriate agency.

RESPONSE: There are no outstanding deficiencies.

- C. Document and explain inspections within the last three survey cycles which have resulted in any of the following state, federal, or accrediting body actions: suspension of admissions, civil monetary penalties, notice of 23-day or 90-day termination proceedings from Medicare/Medicaid/TennCare, revocation/denial of accreditation, or other similar actions.

- 1) Discuss what measures the applicant has or will put in place to avoid similar findings in the future.

RESPONSE: Not applicable, there have been no state, federal, or accrediting body actions within the last three survey cycles.

5. Respond to all of the following and for such occurrences, identify, explain and provide documentation:

- A. Has any of the following:

- 1) Any person(s) or entity with more than 5% ownership (direct or indirect) in the applicant (to include any entity in the chain of ownership for applicant);
- 2) Any entity in which any person(s) or entity with more than 5% ownership (direct or indirect) in the applicant (to include any entity in the chain of ownership for applicant) has an ownership interest of more than 5%; and/or
- 3) Any physician or other provider of health care, or administrator employed by any entity in which any person(s) or entity with more than 5% ownership in the applicant (to include

any entity in the chain of ownership for applicant) has an ownership interest of more than 5%.

RESPONSE: There have been no state, federal, or accrediting body actions against MTI or any entity or person with more than 5% ownership.

B. Been subjected to any of the following:

- 1) Final Order or Judgment in a state licensure action;
- 2) Criminal fines in cases involving a Federal or State health care offense;
- 3) Civil monetary penalties in cases involving a Federal or State health care offense;
- 4) Administrative monetary penalties in cases involving a Federal or State health care offense;
- 5) Agreement to pay civil or administrative monetary penalties to the federal government or any state in cases involving claims related to the provision of health care items and services; and/or
- 6) Suspension or termination of participation in Medicare or Medicaid/TennCare programs.
- 7) Is presently subject of/to an investigation, regulatory action, or party in any civil or criminal action of which you are aware.
- 8) Is presently subject to a corporate integrity agreement.

RESPONSE: Neither MTI nor any entity or person with more than 5% ownership have been subject to any of the actions identified above..

6. Outstanding Projects:

- A. Complete the following chart by entering information for each applicable outstanding CON by applicant or share common ownership; and

<u>Outstanding Projects</u>					
<u>CON Number</u>	<u>Project Name</u>	<u>Date Approved</u>	<u>*Annual Progress Report(s)</u>		<u>Expiration Date</u>
			<u>Due Date</u>	<u>Date Filed</u>	
CN1110-037	3-phase hospital construction project	1/25/2012			3/1/2017
CN1307-029	Relocation and replacement of existing ASTC	10/23/2013			6/30/2017

* Annual Progress Reports – HSDA Rules require that an Annual Progress Report (APR) be submitted each year. The APR is due annually until the Final Project Report (FPR) is submitted (FPR is due within 90 ninety days of the completion and/or implementation of the project). Brief progress status updates are requested as needed. The project remains outstanding until the FPR is received.

- B. Provide a brief description of the current progress, and status of each applicable outstanding CON.

Response: CN1110-037 is in progress and is scheduled for completion soon. CN1307-028 is in progress and scheduled for completion in the first quarter of 2017.

7. Equipment Registry – For the applicant and all entities in common ownership with the applicant.

- A. Do you own, lease, operate, and/or contract with a mobile vendor for a Computed Tomography scanner (CT), Linear Accelerator, Magnetic Resonance Imaging (MRI), and/or Positron Emission Tomographer (PET)? Yes
- B. If yes, have you submitted their registration to HSDA? If you have, what was the date of submission? Various
- C. If yes, have you submitted your utilization to Health Services and Development Agency? If you have, what was the date of submission? Various

QUALITY MEASURES

Please verify that the applicant will report annually using forms prescribed by the Agency concerning continued need and appropriate quality measures as determined by the Agency pertaining to the certificate of need, if approved.

RESPONSE: Yes, MTI will provide the Tennessee Health Services and Development Agency and/or the reviewing agency information concerning the number of patients treated, the number, and type of procedures performed, and other data as required. Additionally, MTI submits a Joint Annual Report (JAR) to the Department of Health and will continue to do so.

MTI will maintain active licensure and accreditation status.

SECTION C: STATE HEALTH PLAN QUESTIONS

T.C.A. §68-11-1625 requires the Tennessee Department of Health's Division of Health Planning to develop and annually update the State Health Plan (found at <http://www.tn.gov/health/topic/health-planning>). The State Health Plan guides the State in the development of health care programs and policies and in the allocation of health care resources in the State, including the Certificate of Need program. The 5 Principles for Achieving Better Health are from the State Health Plan's framework and inform the Certificate of Need program and its standards and criteria.

Discuss how the proposed project will relate to the 5 Principles for Achieving Better Health found in the State Health Plan.

1. The purpose of the State Health Plan is to improve the health of the people of Tennessee.

RESPONSE: Among the top 10 leading causes of death for Tennessee residents are cancer and accidents. Imaging services proposed by MTI will help in the treatment of these two leading causes of death plus the morbidity associated with orthopedic and other diseases.

2. People in Tennessee should have access to health care and the conditions to achieve optimal health.

RESPONSE: Among the three criteria required to attain good access, as listed in the 2010 National Health Disparities Report, is, "getting access to sites of care where patients can receive needed services." The proposed MRI and CT services at MTI-New Salem are designed to, among other goals, increase patient accessibility both geographically (population growth and traffic) and financially (lower cost ODC deductibles and co-pays as opposed to HOPD).

3. Health resources in Tennessee, including health care, should be developed to address the health of people in Tennessee while encouraging economic efficiencies.

RESPONSE: Recognizing the benefits of outpatient imaging centers such as MTI-New Salem, Saint Thomas Health is actively involved in 13 other similar joint ventures with MTI throughout the greater Nashville area.

This strategy remains vital today more than ever, in response to the uncertainty surrounding the future of the Affordable Care Act (ACA) and continued pressure from payors to contain healthcare costs. Saint Thomas Health formed one of the nation's first Accountable Care Organizations (ACOs), MissionPoint Health Partners, in August 2011. Its goal is to assist doctors, employers and patients to work more closely together to trim medical costs and make people healthier under insurance plans. The concept behind the physician-led program is to help stakeholders in a patient's care – including doctors, hospitals, pharmacies and payers – to get in sync at a time when insurers are pushing for better coordination of care and linking payment amounts to health outcomes. MissionPoint works closely with patients, both when they are well and when they are sick.

ODCs such as MTI-New Salem play an important role within the ACA and ACO care delivery model for containing costs, promoting quality and increasing accessibility. Freestanding imaging centers are reimbursed at lower rates compared to hospital-based facilities. This has a direct impact on patient deductibles and co-payments as well. Since Medicare rates often form a basis for third-party reimbursement, the impact of this differential on the service area population is even more widespread.

4. People in Tennessee should have confidence that the quality of health care is continually monitored and standards are adhered to by providers.

RESPONSE: As an existing licensed and accredited provider of quality patient services, without regard to patient gender, ethnicity, geographic location or socioeconomic status, Saint Thomas Health and MTI are equitable healthcare providers. This same level of commitment will continue with the proposed ODC expansion.

5. The state should support the development, recruitment, and retention of a sufficient and quality health workforce.

RESPONSE: While “the state” appears to be the party charged with supporting the development, recruitment, and retention of a sufficient and quality health care workforce, MTI is an existing ODC provider with a history of successful staff recruitment and retention.

PROOF OF PUBLICATION

Attach the full page of the newspaper in which the notice of intent appeared with the mast and dateline intact or submit a publication affidavit from the newspaper that includes a copy of the publication as proof of the publication of the letter of intent.

RESPONSE: Please see **Attachment D – Proof of Publication (Tabs 20-21).**

NOTIFICATION REQUIREMENTS

(Applies only to Nonresidential Substitution-Based Treatment Centers for Opiate Addiction)

Note that T.C.A. §68-11-1607(c)(9)(A) states that "...Within ten (10) days of the filing of an application for a nonresidential substitution-based treatment center for opiate addiction with the agency, the applicant shall send a notice to the county mayor of the county in which the facility is proposed to be located, the state representative and senator representing the house district and senate district in which the facility is proposed to be located, and to the mayor of the municipality, if the facility is proposed to be located within the corporate boundaries of a municipality, by certified mail, return receipt requested, informing such officials that an application for a nonresidential substitution-based treatment center for opiate addiction has been filed with the agency by the applicant."

Failure to provide the notifications described above within the required statutory timeframe will result in the voiding of the CON application.

Please provide documentation of these notifications.

DEVELOPMENT SCHEDULE

T.C.A. §68-11-1609(c) provides that a Certificate of Need is valid for a period not to exceed three (3) years (for hospital projects) or two (2) years (for all other projects) from the date of its issuance and after such time shall expire; provided, that the Agency may, in granting the Certificate of Need, allow longer periods of validity for Certificates of Need for good cause shown. Subsequent to granting the Certificate of Need, the Agency may extend a Certificate of Need for a period upon application and good cause shown, accompanied by a non-refundable reasonable filing fee, as prescribed by rule. A Certificate of Need which has been extended shall expire at the end of the extended time period. The decision whether to grant such an extension is within the sole discretion of the Agency, and is not subject to review, reconsideration, or appeal.

1. Complete the Project Completion Forecast Chart on the next page. If the project will be completed in multiple phases, please identify the anticipated completion date for each phase.
2. If the response to the preceding question *indicates that the applicant does not anticipate completing the project within the period of validity as defined in the preceding paragraph*, please state below any request for an extended schedule and document the “good cause” for such an extension.

RESPONSE: Please see the project forecast completion chart below.

PROJECT COMPLETION FORECAST CHART

Assuming the Certificate of Need (CON) approval becomes the final HSDA action on the date listed in Item 1. below, indicate the number of days from the HSDA decision date to each phase of the completion forecast.

<u>Phase</u>	<u>Days Required</u>	<u>Anticipated Date [Month/Year]</u>
1. Initial HSDA decision date		06/17
2. Architectural and engineering contract signed	20	07/17
3. Construction documents approved by the Tennessee Department of Health	30	07/17
4. Construction contract signed	30	07/17
5. Building permit secured	60	08/17
6. Site preparation completed	60	09/17
7. Building construction commenced	90	09/17
8. Construction 40% complete	120	10/17
9. Construction 80% complete	150	11/17
10. Construction 100% complete (approved for occupancy)	180	12/17
11. *Issuance of License	210	01/18
12. *Issuance of Service	210	01/18
13. Final Architectural Certification of Payment	240	02/18
14. Final Project Report Form submitted (Form HR0055)	270	03/18

*For projects that **DO NOT** involve construction or renovation, complete Items 11 & 12 only.

NOTE: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date

AFFIDAVITSTATE OF TennesseeCOUNTY OF DAVIDSON

MARK GAW, being first duly sworn, says that he/she is the applicant named in this application or his/her/its lawful agent, that this project will be completed in accordance with the application, that the applicant has read the directions to this application, the Rules of the Health Services and Development Agency, and T.C.A. §68-11-1601, *et seq.*, and that the responses to this application or any other questions deemed appropriate by the Health Services and Development Agency are true and complete.

[Signature] / CFO
SIGNATURE/TITLE

Sworn to and subscribed before me this 10 day of Jan, 2017 a Notary
(Month) (Year)

Public in and for the County/State of Davidson, Tennessee.



[Signature]
NOTARY PUBLIC

My commission expires 9-10, 2018.
(Month/Day) (Year)

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Attachment B

- Tab 7 - Equipment Vendor Quotes
- Tab 8 - Plot Plan & Photos
- Tab 9 - Service Area Access
- Tab 10 - Schematics

Attachment C

- Tab 11 - Service Area Maps
- Tab 12 - FDA Documentation
- Tab 13 - Construction Costs Verification Letter
- Tab 14 - Radiologist CVs and Transfer Agreement
- Tab 15 - Service Area Population
- Tab 16 - Intentionally Left Blank
- Tab 17 - Verification of Funding
- Tab 18 - Balance Sheet and Income Statement
- Tab 19 - Intentionally Blank

Attachment D

- Tab 20 - Copy of Published Public Notice
- Tab 21 - Letter of Intent

Attachment A

**Corporate Charter
Organizational/Ownership Chart
Related Healthcare Institutions
Management Agreement
Site Entitlement
MCO/BHO Participation**

Tab 1

Attachment A, 4

Corporate Charter



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

KEVIN KIMBELL
71 VICKERY STREET
ROSWELL, GA 30075

March 9, 2016

Request Type: Certificate of Existence/Authorization
Request #: 0195947

Issuance Date: 03/09/2016
Copies Requested: 1

Document Receipt

Receipt #: 002518747

Filing Fee: \$20.00

Payment-Credit Card - State Payment Center - CC #: 3665131630

\$20.00

Regarding: MIDDLE TENNESSEE IMAGING, LLC
Filing Type: Limited Liability Company - Domestic
Formation/Qualification Date: 10/06/2000
Status: Active
Duration Term: Expires: 12/31/2083
Business County: RUTHERFORD COUNTY

Control #: 396871
Date Formed: 10/06/2000
Formation Locale: TENNESSEE
Inactive Date:

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

MIDDLE TENNESSEE IMAGING, LLC

- * is a Limited Liability Company duly formed under the law of this State with a date of incorporation and duration as given above;
- * has paid all fees, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- * has filed the most recent annual report required with this office;
- * has appointed a registered agent and registered office in this State;
- * has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 016444836

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

ISSUANCE DATE: 04/15/2002
REQUEST NUMBER: 02145576
TELEPHONE CONTACT: (615) 741-6488
CHARTER/QUALIFICATION DATE: 10/06/2000
STATUS: ACTIVE
CORPORATE EXPIRATION DATE: 12/31/2003
CONTROL NUMBER: 0396871
JURISDICTION: TENNESSEE

TO:
BAKER DONELSON BEARMAN & CALDWELL
LINDA LEE. HOWARD
211 COMMERCE ST
NASHVILLE, TN 37219

REQUESTED BY:
BAKER DONELSON BEARMAN & CALDWELL
LINDA LEE. HOWARD
211 COMMERCE ST
NASHVILLE, TN 37219

CERTIFICATE OF EXISTENCE

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT
"MIDDLE TENNESSEE IMAGING, LLC"

A LIMITED LIABILITY COMPANY DULY FORMED UNDER THE LAW OF THIS STATE WITH DATE OF
FORMATION AND DURATION AS GIVEN ABOVE;
THAT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE
EXISTENCE OF THE LIMITED LIABILITY COMPANY HAVE BEEN PAID;
THAT THE MOST RECENT LIMITED LIABILITY ANNUAL REPORT REQUIRED HAS BEEN FILED;
THAT ARTICLES OF DISSOLUTION HAVE NOT BEEN FILED; AND
THAT ARTICLES OF TERMINATION OF THE EXISTENCE HAVE NOT BEEN FILED.

FOR: REQUEST FOR CERTIFICATE

ON DATE: 04/15/02

FROM:
BAKER DONELSON BEARMAN ETC (NASHVILLE)
211 COMMERCE STREET
#1000
NASHVILLE, TN 37201-0000

RECEIVED: FEES \$20.00 \$0.00
TOTAL PAYMENT RECEIVED: \$20.00

RECEIPT NUMBER: 00003058361
ACCOUNT NUMBER: 00208189



SS-4438

Riley C Darnell

RILEY C. DARNELL
SECRETARY OF STATE

**ARTICLES OF ORGANIZATION
OF
MIDDLE TENNESSEE IMAGING, LLC**

RECEIVED
FILED
DO NOT -6 PM 2:58
SECRET

The undersigned person, on behalf of the limited liability company under the Tennessee Limited Liability Company Act, adopts the following as the Articles of Organization for such limited liability company:

1. The name of the limited liability company is Middle Tennessee Imaging, LLC (the "LLC").
2. The street address, zip code and county of the initial registered office of the LLC in the State of Tennessee shall be c/o Boulton, Cummings, Connors & Berry PLC, 414 Union Street, Suite 1600, Nashville, Tennessee 37219, County of Davidson.
3. The name of the initial registered agent of the LLC, located at the registered office set forth above, is E. Berry Holt, III.
4. The name and address of the organizer of the LLC is:

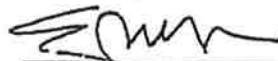
E. Berry Holt III
c/o Boulton, Cummings, Connors & Berry PLC
414 Union Street, Suite 1600
Nashville, Tennessee 37219
5. The street address, zip code and county of the principal executive office of the LLC shall be 400 North Highland Avenue, Murfreesboro, Tennessee 37130, County of Rutherford.
6. Upon the filing of these articles, the LLC will have two (2) members.
7. The LLC will be board-managed.
8. The existence of the LLC is to begin upon the filing of the Articles of Organization.
9. The duration of the LLC shall be until December 31, 2083, at which time the LLC shall be dissolved.
10. (a) To the maximum extent permitted by the provisions of T.C.A. § 48-243-101, as amended from time to time (provided, however, that if an amendment to such act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such

amendment), the LLC shall indemnify and advance expenses to any person, his heirs, executors and administrators, for the defense of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, including counsel fees actually incurred as a result of such proceeding or action or any appeal thereof, and against all fines (including any excise tax assessed with respect to an employee benefit plan), judgments, penalties and amounts paid in settlement thereof, provided that such proceeding or action be instituted by reason of the fact that such person is or was a member or a governor of the LLC.

(b) The LLC may, to the maximum extent permitted by the provisions of T.C.A. § 48-243-101, as amended, from time to time (provided, however, that if an amendment to such act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such amendment), indemnify and advance expenses to any person, his heirs, executors and administrators, to the same extent as set forth in Paragraph 10(a) above or to the extent as determined by the members, provided that the underlying proceeding or action be instituted by reason of the fact that such person is or was a manager of the LLC.

(c) Any repeal or modification of the provisions of this Paragraph 10, directly or by the adoption of an inconsistent provision of these Articles of Organization, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification.

Dated: October 5, 2000.



E. Berry Holt III, Organizer

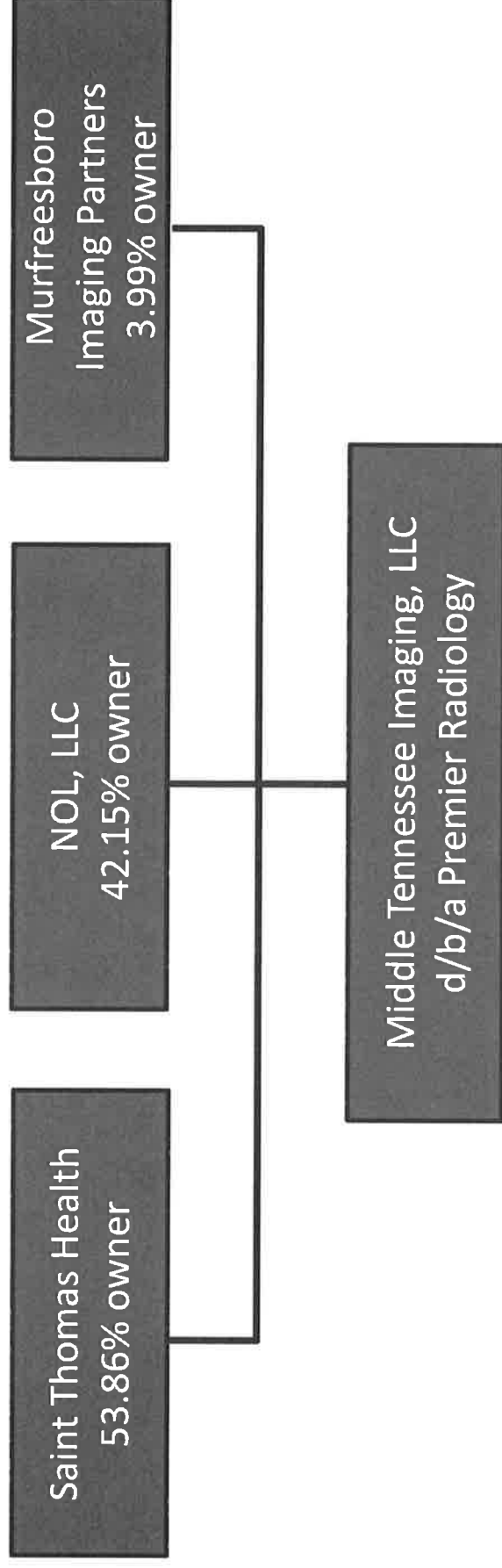
Tab 2

Attachment A, 4

Organizational/Ownership Chart

Middle Tennessee Imaging, LLC

Organizational Chart



Note: No individual has more than 5% ownership

Tab 3

Attachment A, 4

Related Healthcare Institutions

Middle Tennessee Imaging, LLC

Related Healthcare Institutions

1. Premier Radiology Edmondson Pike
2. Premier Radiology Hermitage
3. Premier Radiology Cool Springs
4. Middle Tennessee Imaging Smyrna
5. Premier Radiology Nashville
6. Middle Tennessee Imaging Murfreesboro
7. Premier Radiology Chattanooga
8. Premier Radiology Pain Management Center
9. Premier Radiology Hendersonville
10. Premier Radiology Briarville
11. Premier Radiology Baptist
12. Premier Radiology Mt. Juliet
13. Premier Radiology Belle Meade
14. Saint Thomas Outpatient Imaging Mt. Juliet
15. Saint Thomas Outpatient Imaging Hermitage
16. Saint Thomas Outpatient Imaging Nashville
17. Saint Thomas Outpatient Imaging Chattanooga
18. Saint Thomas Outpatient Imaging Smyrna
19. Saint Thomas Outpatient Imaging Southern Hills
20. Saint Thomas Outpatient Imaging Cool Springs
21. Saint Thomas Outpatient Imaging Belle Meade
22. Saint Thomas Outpatient Imaging

Tab 4

Attachment A, 5

Management Agreement

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (the “**Agreement**”) is made and to be effective this 1st day of April, 2011 (“**Effective Date**”), by and between **Middle Tennessee Imaging, LLC** (the “**Company**”), a Tennessee limited liability company, and **PhyData, LLC** (“**Administrator**”), a Tennessee limited liability company.

RECITALS

WHEREAS, the Company owns and/or operates, either directly or through wholly-owned subsidiaries, one or more imaging centers that provide diagnostic imaging services and an ambulatory surgery center (collectively, the “**Facilities**”); and

WHEREAS, Administrator possesses capabilities and experience in the business of developing, managing and operating such Facilities; and

WHEREAS, the Company and Administrator desire to enter into this Agreement for Administrator to develop, oversee, manage and subcontract for the business operations of the Company (the “**Business**”);

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein, the sufficiency of which consideration is hereby acknowledged, the Company and Administrator do hereby agree as follows:

1. RELATIONSHIP OF THE PARTIES

1.1 Independent Contractor Status. Except as otherwise expressly set forth herein, for purposes of this Agreement it is acknowledged and agreed that Company and Administrator are at all times acting and performing hereunder as independent contractors. Each party shall be solely responsible for compliance with all state and federal laws pertaining to employment taxes, income withholding, unemployment compensation contributions and other employment related statutes regarding their respective employees, agents and servants. Administrator must exercise at all times its independent judgment and shall not be subject to direction, control, or supervision by Company in the performance of Administrator’s services under this Agreement, except as specifically set forth in this Agreement. Neither Administrator nor any of its employees, agents, or subcontractors shall have any claim under this Agreement or otherwise against Company for workers’ compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. Company shall not withhold, or in any way be responsible for, the payment of any federal, state, or local income taxes, F.I.C.A. taxes, unemployment compensation or workers’ compensation contributions, Social Security, or any other payments on behalf of Administrator or any of Administrator’s employees, agents, or subcontractors providing services on behalf of Company pursuant to this Agreement, all such withholdings or obligations shall be the sole responsibility of Administrator, and Administrator shall indemnify, defend, and hold harmless Company from any and all loss or liability arising with respect to such withholdings or obligations. In the event that the Internal Revenue Service (“IRS”) or other governmental agency should question or challenge the independent contractor status of Administrator, the Company shall have the right to participate in any discussion or negotiation occurring with the IRS or other such governmental agency, irrespective of by whom such discussions or negotiations were initiated.

1.2 Non-Assumption of Liabilities. Unless otherwise specifically provided for under the terms of this Agreement, all debts, obligations and liabilities of the Company to third parties, whether

existing or future, shall be the debts, obligations and liabilities of the Company. Administrator shall not be liable for any such debts, obligations or liabilities, and the Company shall, and hereby does agree to, indemnify Administrator for any loss, liability, judgment, penalty, fine, damage or cost incurred by Administrator as a result of such debts, obligations or liabilities of the Company. Except as specifically provided for in this Agreement, all debts, obligations and liabilities of Administrator to third parties, whether existing or future, shall be the debts, obligations and liabilities of Administrator, and the Company shall not be liable for any such debts, obligations or liabilities and the Administrator shall, and hereby does agree to, indemnify Company for any loss, liability, judgment, penalty, fine, damage or cost incurred by Company as a result of such debts, obligations or liabilities of Administrator.

1.3 Controlling Nature of Company's Operating Agreement. Reference is hereby made to the Amended and Restated Operating Agreement of the Company of even date herewith as it may be amended, restated, supplemented or otherwise modified from time to time (the "**Operating Agreement**"), a copy of which has been provided to Administrator. Capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Operating Agreement. Subject at all times and for all purposes to any applicable provisions of the Operating Agreement and the respective rights of the Company's Members, Board of Governors and Managers, Administrator shall carry out the terms and conditions of this Agreement and its responsibilities and obligations hereunder. Administrator acknowledges that the Company and its Board of Governors retain ultimate authority for management and operation of the Company. Administrator agrees that it shall perform its management functions under this Agreement in accordance with all applicable policies and procedures of the Company, the Budgets approved by the Company's Board of Governors, and the Operating Agreement, and that Administrator shall not be liable for, and shall be released from the performance of any of its obligations hereunder, as a result of any exertion of such ultimate authority by the Company or its Board of Governors that conflicts with this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Operating Agreement, the Operating Agreement shall control at all times and for all purposes

1.4 Operation in Furtherance of Charitable Purposes. Notwithstanding any contrary provision contained in this Agreement, in providing its services hereunder, Administrator shall cause the Company to be operated and managed in a manner that furthers the charitable purposes of Saint Thomas Health Services ("STHS"), a Tennessee corporation and a member of the Company, and in a manner that complies with the Ethical and Religious Directives for Catholic Health Care Services, as approved and amended from time to time by the United States Conference of Catholic Bishops or its successor organization, and as promulgated and/or interpreted by the Roman Catholic Bishop of Nashville, Tennessee.

2. COVENANTS AND OBLIGATIONS OF ADMINISTRATOR

2.1 Administrative Services. Pursuant to this Agreement, Administrator shall provide or arrange for the provision of the items and services described in this Section 2.1 to the Company and for its Business (collectively, the "**Administrative Services**"), but in each instance only as and to the extent the item or service is (a) in compliance with the Budget then in effect and (b) specified and/or limited with respect to each obligation of the Administrator by or within the capital and other resources allocated for the discharge of such obligation under such Budget. Company does not delegate, nor does Administrator assume, any of the powers, duties and responsibilities which Company is required to maintain under applicable law.

2.1.1 General. Administrator shall provide to Company or arrange for the provision to, by or on behalf of Company, all Administrative Services necessary for the Company to conduct its Business. Except as otherwise expressly set forth herein, Administrator is hereby

expressly authorized to perform and provide the Administrative Services hereunder to, for, by and/or on behalf of Company in whatever reasonable manner Administrator deems appropriate to meet the day-to-day requirements of the Business. Administrator shall have power and authority to administer, manage, control, and operate the business and affairs of the Company, and to make decisions affecting such business and affairs, consistently and in accordance with the Operating Agreement and with the Budgets then in effect, and in accordance with any policies or directives approved by the Board of Governors from time to time; provided, however, that Administrator shall have no power or authority under this Agreement to take any action that requires the approval of the Members (or any Member) or Board of Governors under the Operating Agreement unless such approval is or has been given.

2.1.2 Business Services. Administrator shall provide and manage, or arrange for the provision and/or management of, all business functions and services related to the Business during the term of this Agreement. Without limiting the generality of the foregoing, in providing the Administrative Services, Administrator shall perform or arrange for the performance of the following functions on behalf of Company:

- (a) Ordering and purchasing or subcontracting for such office equipment and supplies as are required or appropriate in the day-to-day operation of the Business and as are included in the approved Budgets. Any purchase by Administrator in any year for an amount in excess of One Hundred Thousand and NO/100 Dollars (\$100,000.00) made pursuant to this Agreement shall be subject to the prior approval of the Board of Governors or within guidelines and/or the Budget approved in advance by the Board of Governors;
- (b) Such business, legal and financial consultation and advice as may be reasonably required or requested by Company, and which is directly related to the operations of the Business and approved by the Board; provided that Administrator shall not be responsible for any services requested by or rendered to any Member or Manager of Company, nor shall Administrator itself be responsible or liable for any legal, accounting or tax advice or services or personal financial services rendered to the Company or to any Member or Manager of Company;
- (c) Securing or sub-contracting for necessary repairs, maintenance and replacements of furniture, fixtures, equipment and other assets owned by Company;
- (d) Overseeing any design, engineering and construction related to any owned or leased real estate of the Company in accordance with specifications approved by the Board of Governors;
- (e) Managing the negotiation and maintenance of service agreements utilized by the Business and providing support, where necessary, in the coordination of services supplied to the Business under such agreements;
- (f) Evaluating and negotiating equipment acquisitions, dispositions, leases, and financings included in approved Budgets or otherwise approved by the Board of Governors;

- (g) Evaluating, selecting and negotiating access agreements, equipment services and medical supplies contracts;
- (h) Assisting in the development of policies and procedures, quality improvement, utilization management, and systems for review and adoption by the Board of Governors and assist in the oversight and implementation of such policies and procedures once adopted by the Board of Governors;
- (i) Assisting in the creation of new or the adaptation of existing marketing materials and plans; provided, that Administrator shall have no involvement in direct sales for or marketing of Company or of any of its customers;
- (j) Scheduling of patients for the provision of services by the Company at the Facilities;
- (k) Obtaining and maintaining written physician orders for each imaging study performed by the Company at the Facilities as and to the extent required by the Patient Protection and Affordable Care Act of 2010;
- (l) Obtaining precertification from payors (subject to limitations and requirements, if any, imposed by each applicable payor specifying who is responsible for obtaining such precertification) in a timely manner for patients receiving services performed by the Company at the Facilities;
- (m) Assisting Company in its regulatory and other legal compliance efforts and causing Company to take such steps as are required to obtain and maintain all necessary licenses, permits, approvals, certificates of need and authorizations for the Company to conduct its Business and as are required to remain in material compliance with applicable laws, regulations and ordinances, subject to the rights of the Members and Board of Governors to address and resolve compliance issues in accordance with the Operating Agreement;
- (n) Implementing data processing and management information systems and procedures and make such changes in said systems and procedures as may be required from time to time for the Company's business operations, including assisting in planning and negotiating with third party vendors and selecting, installing and operating appropriate hardware and software to provide management, billing and clinical information systems support, in each case, in accordance with Section 2.5 below; and
- (o) Supervise the disbursement of funds for the operating expenses of the Facilities, including processing vendor's invoices and other accounts payable (including payment of the fees to Administrator required under this Agreement), in accordance with the Budget and the terms of this Agreement.

2.1.3 Budget Development; Preparation of Financial Reports.

(a) **Budget.** Administrator shall prepare the annual Budget for the Company, which Budget shall be subject to approval by the Board of Governors in accordance with the Operating Agreement. The first Budget shall be developed by the Administrator and approved by the Board of Governors within thirty (30) days after execution of the Operating Agreement, with subsequent annual Budgets to be developed by the Administrator and approved by the Board of Governors at least sixty (60) days in advance of the commencement of each fiscal year of the Company and to apply to the succeeding fiscal year. Subject to and except as provided in the Operating Agreement, the Administrator and the Company shall use commercially reasonable efforts to act consistently and in accordance with the applicable Budget. The Budget shall be prepared in reasonable detail and shall include all matters necessary and appropriate for the efficient administration, management and operation of Company, including, but not limited to, revenue assumptions, proposed price increases, a summary of major programs to generate new business, detailed assumptions for all major expense categories, proposed capital expenditures and a summary of projected principal and interest payments and/or lease payments.

(b) **Financial Reports.** Administrator shall deliver to the Company financial reports, prepared on an accrual basis, as follows:

- (1) On or before the fifteenth (15th) day of each month, a balance sheet, profit and loss statement, supporting detail general ledger schedules and key management statistics showing the results of operation of the Company and its Business for the preceding month as compared to the Budget and comparable year to date information.
- (2) Within sixty (60) days after the end of each fiscal year of Company, utilizing the information to be provided in accordance with Section 2.1.3(b)(1), a balance sheet and related statements of profit and loss for such fiscal year most recently ended.
- (3) Within at least twenty (20) days in advance of the commencement of each fiscal year, an estimated profit and loss statement and an estimated cash flow projection statement in reasonable detail for the succeeding fiscal year of the Company, all as part of the Budget described in Section 2.1.3(a).

2.1.4 Personnel. Administrator shall provide or sub-contract for the provision, or arrange for the employment by Company, of all clinical, technical, and office personnel (including the patient scheduling function) required to provide services on-site at the Facilities and other Company locations as necessary for the day-to-day operation of the Business (the "Company Staff"). The number and type of Company Staff shall be consistent with the Budget and any staffing plan for the Facilities approved by the Board of Governors. All Company Staff shall have the basic qualifications, training and proficiency necessary to provide the services being performed by such personnel and shall possess all licenses, certifications, credentials, and

other permits as may be required by applicable federal, state or local law and regulations, and Administrator shall maintain documentation available for review that these requirements are met. Administrator shall determine the salaries and fringe benefits of all Company Staff in a manner consistent with the Budget and any guidelines approved by the Board of Governors. The prior approval of the Board of Governors will be required for (a) the payment of any bonus or other compensation to any Company Staff in addition to ordinary salary amounts, (b) any material increase in salary or compensation for any Company Staff other than as part of the establishment of the Budget for a new fiscal year, or (c) any material increase in the cost of the benefits provided to Company Staff which results from greater or expanded benefits (as opposed to increases in premiums for continuation of existing benefits). Administrator shall provide all payroll processing and payroll tax reporting and related obligations relating to the Company Staff. In exercising its judgment with regard to personnel as provided in this Agreement, Administrator agrees not to discriminate against such personnel on the basis of race, religion, age, sex, disability, national origin or other prohibited factor. If the Company is dissatisfied with the services of any of the Company Staff provided by Administrator, the Company shall consult with Administrator. Administrator shall in good faith and in consultation with the Company determine whether the performance of that employee could be brought to acceptable levels through counsel and assistance, whether such employee should be reassigned to responsibilities not involving the Company, or whether such employee should be terminated. Hiring and firing decisions with respect to the Company Staff shall be within Administrator's sole and absolute discretion; provided, however, that Company may require Administrator to remove any Company Staff from providing services under this Agreement if such removal is approved by the Board of Governors, and provided further that any hiring shall be consistent with any staffing plan and Budget approved by the Board of Governors. In addition, the employee who shall serve as the executive director of the Company's Business shall be subject to the prior approval of the Board of Governors, shall be subject to ongoing review by the Board of Governors on a regular basis to be determined by the Board, and shall also be subject to removal by the Board of Governors.

2.1.5 Financial Records. Administrator shall maintain all files and records relating to the operation of the Business including, but not limited to, customary financial records and files. Notwithstanding anything in this Agreement to the contrary, the administration of all files and records shall comply with all applicable federal, state and local statutes and regulations. Administrator shall have the sole responsibility for preparing, or having prepared, on behalf of Company, and making payment, or causing payment to be made, on behalf of the Company all applicable federal, state and local income taxes, gross receipt taxes, FICA taxes, and all other withholding taxes, unemployment and disability benefits, and workers' compensation obligations, and any and all license and permit fees of whatever nature which may be applicable to Company and for filing all information and other tax returns and other returns or reports as may be required of Company; provided, however, that Administrator shall not itself be responsible for paying, and shall have no liability with respect to, the actual amount of any taxes, benefits, obligations, fees or other amounts described in this sentence or for which the Company has any obligation to pay. Company or any Member of Company, or any authorized representative of Company or any Member, including any auditor engaged by Company or any Member, shall have the right, upon reasonable, advance written notice, during normal business hours, to audit any and all files and records maintained by Administrator related to Company and/or the operation of the Business. Notwithstanding the preceding sentence or anything contained in the Business Associate Agreement, attached as Exhibit A to the contrary, at such time as this Agreement expires or terminates, and upon reasonable request and for a bona fide business purpose of Administrator or an affiliate of Administrator related to professional liability matters or regulatory or legal compliance, Company shall provide Administrator with true and complete copies of patient records of all continuing patients of the Company, to the extent such records have been

maintained by or on behalf of Company, with Administrator to pay the cost of making and providing such copies.

2.1.6 Patient Records. Administrator shall manage the preparation of, and direct the contents of, patient medical records, all of which shall be and remain confidential and the property of the Company. Administrator shall maintain, on behalf of the Company, all books, records, documents, and other evidence necessary to certify the nature and extent of the services provided by the Company in accordance with accepted business practices, appropriate billing and accounting procedures, and applicable federal, state or local law and regulations. Administrator shall preserve the confidentiality of patient medical records and use the information in such records only for the limited purposes necessary to perform the Administrative Services and other services hereunder.

2.1.7 Charity Care. Administrator acknowledges that Company has adopted the charity care policy of STHS. Administrator will provide services under this Agreement in a manner that enables Company to comply with this policy, including without limitation, providing patients with appropriate notice of Company's charity care policy and confirming patient eligibility under the policy. In addition Administrator will track charity care provided by the Company in accordance with standards established by STHS, and will include this information in monthly financial reports provided to Company.

2.1.8 Quality Control. Administrator shall implement and maintain a quality improvement program to provide ongoing objective measurements of the quality and efficiency of health care services provided at the Facilities and shall provide data and make regular reports to the Board of Governors regarding quality assurance measures.

2.1.9 Planning. Administrator will assist Company in developing and reviewing short, medium and long-range objectives of the Facilities and in formulating recommendations with respect thereto. Any long-range or strategic plans for the Facilities must be adopted by the Board of Governors prior to implementation.

2.1.10 Governmental Regulations. Administrator shall use commercially reasonable efforts to cause all things to be done in and about the Facilities necessary for the operations at the Facilities to be in compliance with the requirements of any applicable statute, ordinance, law, rule, regulation, or order of any governmental or regulatory body having jurisdiction over the use of the Facilities. In the event of any change in laws, rules and/or regulations governing the operation of the Facilities to the detriment of either Administrator or Company, Administrator will fully advise Company of such changes and of any actions initiated by any agency which might reasonably be expected to adversely affect the Facilities. Administrator shall immediately notify the Company of any and all facts known to Administrator relating to conduct that presents a material issue of compliance with applicable laws or standards related to Company's business or the Facilities' operations, and shall notify Company of any inquiries outside of normal business practices and/or claims made by third parties, including but not limited to federal health care programs, relating to Company's business or the Facilities' operation of which Administrator becomes aware. Company, acting with the approval of the Board of Governors, shall be solely responsible for reporting any actual or perceived violation of law by Company to any governmental entity.

2.1.11 Utilization Review. Administrator shall review the appropriateness and cost-effectiveness of services rendered at the Facilities to its patients and shall provide data and make regular reports to the Board of Governors regarding utilization review measures. The scope and

timing of such review, data provision and reporting shall be as mutually agreed by Administrator and the Company.

2.1.12 Patient and Referring Physician Satisfaction. Administrator shall implement procedures to measure patient and referring physician satisfaction at the Facilities and shall provide data and make regular reports to the Board of Governors regarding patient and physician satisfaction measures. The scope and timing of such procedures, measurement, data provision and reporting shall be as mutually agreed by Administrator and the Company.

2.2 No Billing and Collection Services. Administrator shall not be responsible under this Agreement for providing or arranging for the provision of health care service billing, collection and accounts receivable management services to Company and/or its Business.

2.3 Archiving Services. Pursuant to this Agreement, Administrator shall provide, or arrange for the provision of, archiving services ("**Archiving Services**") for digital diagnostic imaging services. Such Archiving Services will include the storing, indexing, and archiving, for a reasonable period of time as determined by the Administrator, but not less than five (5) years or such longer time as may be required by applicable law, of all digital radiographs transmitted to Administrator by online system or other electronic media and the provision of reasonable backup devices. The Archiving Services shall enable the images to be accessible by all radiologists providing the professional component of services provided at Facilities as well as by physicians whose patients receive services at such Facilities.

2.4 Transcription Services. Pursuant to this Agreement, Administrator shall provide, or arrange for the provision of, transcription services ("**Transcription Services**") for diagnostic imaging services provided at the Facilities. Such Transcription Services shall consist of an electronic speech recognition system which will produce an electronic report based on dictation by physicians of professional radiology interpretations rendered by the physicians for imaging studies. Such electronic speech recognition system shall initially be Nuance PowerScribe unless a different system is selected by Company subject to the written approval of Administrator, which approval shall not be unreasonably withheld or delayed.

2.5 Information Systems. Pursuant to this Agreement, Administrator shall provide, or arrange for the provision of information systems ("**Information Systems**") for diagnostic imaging services provided at the Facilities. Such Information Systems shall include a radiology information system, a speech recognition system and a PACS system and shall initially be comprised of Fuji Synapse, Nuance PowerScribe and IntelRad, in each case, unless a different system or systems is or are selected by Company subject to the written approval of Administrator, which approval shall not be unreasonably withheld or delayed.

2.6 Additional Services. In the event that Company wishes to obtain services in addition to those enumerated herein, Administrator shall discuss with the Company the options available for obtaining such services, and the related costs hereof.

2.7 Cooperation. Administrator shall cooperate with Company in the transition of the services provided hereunder as described in Section 5.5.

3. COVENANTS AND OBLIGATIONS OF COMPANY

3.1 Exclusive Arrangement. Company acknowledges that, during the term of this Agreement, Administrator is and shall be the exclusive provider to Company of Administrative Services, Archiving Services and Transcription Services for any and all Facilities directly or indirectly wholly-

owned by Company during the term of this Agreement. Except with Company's prior written consent, which consent may be withheld in its sole discretion, Administrator will not, during the term of this Agreement, provide services substantially similar to the Administrative Services, Archiving Services, Transcription Services or the Information Systems for any Competing Imaging Center (as hereinafter defined) that is located within a twenty (20) mile radius of any imaging center, ambulatory surgery center, or other location at which the Company provides outpatient imaging services or any other health care diagnostic imaging and/or therapeutic services. For purposes hereof, the term "Competing Imaging Center" has the meaning set forth in Section 2(b) of that certain Professional Services Agreement dated as of the date hereof by and between Company and Advanced Diagnostic Imaging P.C., a Tennessee professional corporation.

3.2 Performance by Company. Company expressly acknowledges and agrees that performance of Administrator's obligations hereunder will require the timely cooperation and support of Company, its Governing Board, Managers and agents, and affirm that they will cooperate and use reasonable efforts to ensure that Administrator is provided in timely fashion the information, including financial data, required by it in the performance of its duties hereunder.

3.3 Remedies. In the event of a breach of Section 3.1, Administrator recognizes that monetary damages shall be inadequate to compensate Company and Company shall be entitled, without the posting of a bond or similar security, to an injunction restraining such breach, with the costs (including attorneys' fees) of securing such injunction to be borne by Administrator. Nothing contained herein shall be construed as prohibiting Company from pursuing any other remedy available to it for such breach or threatened breach. The parties hereto hereby acknowledge the necessity of protection against the competition of Administrator and that the nature and scope of such protection has been carefully considered by the parties. The promises of Company contained herein are deemed to be sufficient and adequate to compensate the Administrator for agreeing to the restrictions contained in Section 3.1. If, however, any court determines that the foregoing restrictions are not reasonable, such restrictions shall be modified, rewritten or interpreted to include as much of their nature and scope as will render them enforceable.

4. FEES TO ADMINISTRATOR AND PAYMENT OF OPERATING EXPENSES

4.1 Administrative Fee.

4.1.1 Payment of Preliminary Payment. In exchange for the Administrative Services provided by the Administrator, the Company shall pay a monthly administrative fee to Administrator (the "**Preliminary Payment**") in an amount equal to four and one-half percent (4.5%) of the product of (a) eighty percent (80%) multiplied by (b) Net Collections (as hereinafter defined) for the immediately preceding calendar month, subject to the reconciliation mechanism described in Section 4.1.2 below. "**Net Collections**" shall mean, for any calendar month, the sum of all monies collected or received in such month for health care services billed by or for the Company, less amounts refunded or credited in such month to a patient or third party payor for any reason, including as a result of overpayments, erroneous payments or bad checks. When unpaid billings are referred to a collection agency, the amount of Net Collections shall include the net amount received through the efforts of the collection agency after deducting the collection agency's fees. Except as otherwise provided in Section 4.1.2, the Preliminary Payment shall be billed to Company on or before the fifteenth (15th) day of the immediately succeeding calendar month and shall be payable monthly in arrears on or before forty-five (45) calendar days after the end of the applicable month.

4.1.2 Reconciliation.

(a) Within thirty (30) days after the end of each successive three (3) month period (such period, the "Payment Period") beginning on the Effective Date, Company shall do and calculate each of the following:

(1) Determine (on a cash basis of accounting) the amount of the Net Collections it has received during the Payment Period that is attributable to the technical component only of the services provided by the Company as follows: Net Collections for each imaging study performed by the Company shall be multiplied by the Technical Component Percentage (as hereinafter defined) applicable to each such imaging study (the product of such amounts for each such imaging study, the "Imaging Study Technical Collections"). For purposes hereof, (i) the "**Technical Component Percentage**" means the percentage (based on the split between the professional component and technical component set forth in the Resource Based Relative Value Scale (the "RBRVS") used in the Medicare Physician Fee Schedule in effect on the date of service of such imaging study) of the global billing for the technical component that Medicare pays (or would pay if it were the applicable third-party payor) for such imaging study; (ii) the sum of all Imaging Study Technical Collections shall be referred to as the "**Aggregate Technical Collections**"; and (iii) the product of four and one-half percent (4.5%) multiplied by the Aggregate Technical Collections shall be referred to as the "**Actual Quarterly Administrative Fee**".

(2) The Actual Quarterly Administrative Fee shall be compared against the aggregate of the Preliminary Payments made by Company for the first two (2) months of the period plus the Preliminary Payment to be made for the third (3rd) month.

(3) The amount, if any, by which the Actual Quarterly Administrative Fee exceeds the aggregate of the Preliminary Payments shall be added to the third (3rd) Preliminary Payment, and the amount, if any, by which the Actual Quarterly Administrative Fee is less than the aggregate of the Preliminary Payments shall be subtracted from the third (3rd) Preliminary Payment.

(b) The third (3rd) Preliminary Payment shall be payable in arrears on or before fifteen (15) calendar days after the date of determination of the Actual Quarterly Administrative Fee.

4.1.3 Refund or Credits. If Company is required to refund or credit any patient or third party payor after this Agreement expires or is terminated, Company will invoice Administrator for fees already paid to Administrator on such refunded or credited amounts and Administrator will pay such invoice within thirty (30) days after receipt thereof. This provision shall survive the expiration or earlier termination of this Agreement.

4.2 Archiving, Transcription and Information Services Fee. In exchange for the Archiving Services, the Transcription Services and use of the Information Systems, in each case, provided

by the Administrator, the Company shall pay a fee to Administrator (the "IT Services Fee") equal to Two Dollars and Eighty Cents (\$2.80) per CPT code billed (each a "Procedure Code") for each procedure (that generated the Procedure Code) performed during the term of this Agreement. The IT Services Fee shall be billed to Company on or before the fifteenth (15th) day of the month immediately succeeding the month in which the procedure that generated the Procedure Code was performed and shall be payable monthly in arrears on or before forty-five (45) calendar days after the end of such month.

4.3 Company Staff. In exchange for the Company Staff provided by the Administrator, the Company shall pay Administrator the "Reimbursable Amount" (as defined below). The term "Reimbursable Amount" for any period is an amount equal to the following costs paid or expenses accrued by Administrator during such period for the Company Staff based on the proportionate share of the time in which the Company Staff provides services to the Company relative to other activities or services for Administrator or its affiliates: (i) salaries and wages; (ii) Administrator's share of social security taxes, Medicare taxes, and other payroll taxes; (iii) premiums, contributions and other amounts paid by Administrator for coverage by any welfare or pension plans; (iv) premiums for worker's compensation insurance; (v) vacation, holiday, sick pay and other paid time off attributable to the Company Staff, to the extent such amounts are actually paid out to Company Staff as additional compensation; and (vi) any expense reimbursement for reasonable business expenses incurred by Company Staff while providing services on behalf of the Company to the extent consistent with the business expense policy adopted by the Board of Governors from time to time. The proportionate share of the time in which members of the Company Staff provide services to the Company relative to other activities or services for Administrator or its affiliates shall be consistent with the Budget and with the terms of any staffing plan for the Facilities approved from time to time by the Board of Governors. Administrator shall issue an invoice to the Company semi-monthly (*i.e.*, twice per month) specifying the Reimbursable Amount for the immediately preceding pay period. Company shall pay the Reimbursable Amount specified in each invoice via electronic funds transfer on approximately the 11th and the 27th day of each month, which is the approximate date on which Administrator pays its payroll (the "Payroll Date"). If the Payroll Date falls on a holiday, Company will pay the Reimbursable Amount on the business day immediately preceding the holiday. Administrator will provide Company with written instructions for the electronic funds transfer, and Company will be responsible for any costs of making the electronic funds transfer. The Company shall not have any liability to any of the Company Staff with respect to compensation or benefits provided by Administrator. The sole liability of the Company shall be to reimburse Administrator for the Reimbursable Amount. As used in this Agreement and for purposes of calculating the Reimbursable Amount, the term "Company Staff" shall not include the Administrator's President (as of the Effective Date, Chad L. Calendine, M.D., serves in such position), Chief Executive Officer (as of the Effective Date, Michael Moreland serves in such position), Chief Financial Officer (as of the Effective Date, Mark Gaw serves in such position), Chief Operating Officer (as of the Effective Date, Joy Sweeney serves in such position), Director of Information Technology (as of the Effective Date, James C. King, III, M.D., *de facto* serves in such position, although he does not hold this title), any physician (unless reimbursement for the services of the physician has been specifically approved by the Board of Governors), or any personnel providing Transcription Services, Archiving Services or access to and use of the Information Systems for the Company, it being the intention of the parties that the Actual Quarterly Administrative Fee and the IT Services Fee, respectively, shall compensate Administrator for the provision of these services by these personnel. In addition, the term "Company Staff" shall not include any personnel providing billing and collection services.

4.4 Other Reimbursable Expenses. To the extent Administrator, in providing services to Company pursuant to this Agreement, pays or incurs any other Company expenses, the Company shall reimburse Administrator for such Company expenses to the extent they are included in or consistent with the approved Budgets (such expenses being referred to herein as "Operating Expenses"). Any Operating Expenses to be reimbursed to Administrator pursuant to this Section 4.4 shall be billed and paid with the

Actual Quarterly Administrative Fee as provided in Section 4.1.2 of this Agreement.

4.5 Method of Calculation. All calculations under this Article 4 including, but not limited to, those related to the determination of collections or receipts of the Company, shall be made on an accrual basis of accounting in accordance with United States of America Generally Accepted Accounting Principles ("GAAP"), reasonably and consistently applied.

4.6 Access to Books and Records. For purposes of confirming the compensation due and owing Administrator: (a) Company shall provide Administrator and its authorized representatives reasonable access, during regular business hours and upon reasonable, advance written notice, to those books and records of Company which directly relate to the calculation of such compensation; and (b) Administrator shall provide Company and its authorized representatives reasonable access, during regular business hours and upon reasonable, advance written notice, to those books and records of Administrator which directly relate to the calculation of such compensation. All such information and access shall be subject to the terms and conditions of Section 7.4 herein.

5. TERM OF AGREEMENT

5.1 Term. Unless earlier terminated as set forth herein, this Agreement shall be effective as of the Effective Date hereof and shall continue in full force and effect for an initial term of one (1) year through March 31, 2012. This Agreement may be renewed by the Company on the same terms set forth in this Agreement for one (1) additional one (1) year term upon delivery of written notice of renewal to Administrator not less than thirty (30) days prior to the end of the initial term, subject to the written consent of Administrator, which consent shall not be unreasonably withheld or delayed.

5.2 Termination Upon Cause or Upon a Specified Event.

5.2.1 Either party shall be entitled to terminate this Agreement upon written notice if the other party breaches any material covenant, agreement, term or provision of this Agreement (other than Section 1.4, the breach of which Section shall be governed by Section 5.2.5 below) required to be kept, observed or performed by such party, and such failure shall continue and is not cured to the reasonable satisfaction of the non-breaching party within a period of thirty (30) days after written notice thereof to the defaulting party.

5.2.2 Either party shall be entitled to terminate this Agreement upon written notice if the other party enters a plea of *nolo contendere* for or is convicted of a criminal offense (including, but not limited, to fraud or embezzlement), is convicted of violating any federal, state or local law, rule or regulation related to the provision of or billing for health care services, or is excluded from Medicare or any other governmental health care program.

5.2.3 This Agreement shall automatically terminate if either party dissolves or voluntarily files a petition in bankruptcy or makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or either party is the subject of an involuntary petition in bankruptcy which is not set aside within sixty (60) days of its filing.

5.2.4 This Agreement shall automatically terminate on the date that NOL, LLC, a Tennessee limited liability company, or any Affiliate thereof, ceases, for any reason, to be a Member of the Company.

5.2.5 Company shall be entitled to terminate this Agreement upon written notice if

Administrator breaches Section 1.4 and such failure shall continue and is not cured to the reasonable satisfaction of Company within a period of thirty (30) days after written notice thereof to Administrator.

5.2.6 Company shall be entitled to terminate this Agreement upon not less than thirty (30) days prior written notice to Administrator in connection with the establishment of a successor billing and administrative services company as contemplated in the Operating Agreement (the "Successor Administrator").

5.3 Jeopardy.

5.3.1 Change in Law. In the event that legislation is enacted (or any final legislation is proposed and will become effective within one (1) year thereafter), new regulations are promulgated (or any final rule is issued and will become effective within one (1) year thereafter), a decision of a court with jurisdiction over Company is rendered or an opinion of a government agency is issued that, in the written opinion of Administrator's or Company's legal counsel issued to such party with respect to the specific matter in question, affects or may affect the legality of this Agreement or the ability of any party hereto to operate in accordance with applicable laws, rules and regulations ("Change in Law"), then the affected party (the "Affected Party") shall send the other party a notice of the Change in Law and the parties shall negotiate in good faith to amend this Agreement to comply with such Change in Law, while also preserving, to the maximum extent possible, the underlying economic, financial and operational arrangements and delegation of responsibilities and discretion among the parties hereto. In the event that the parties hereto are unable to reach an agreement on how to amend this Agreement to comply with such Change in Law within forty-five (45) days of notice of the Change in Law from the Affected Party to the other party, then any party may, by delivery of written notice thereof to the other party, promptly terminate this Agreement.

5.3.2 Tax-Exempt Status Issues. If, in the reasonable and good faith judgment of STHS (so long as it is a Member of Company) and its legal counsel, any term or provision of this Agreement or the manner in which the Company is being operated or managed pursuant to this Agreement, could result in a Tax-Exempt Issue, then STHS shall send a notice to Administrator and the parties shall negotiate in good faith to amend this Agreement to address such Tax-Exempt Issue, while also preserving, to the maximum extent possible, the underlying economic, financial and operational arrangements and delegation of responsibilities and discretion among the parties hereto. In the event that the parties hereto are unable to reach an agreement on how to amend this Agreement in a manner that is satisfactory to STHS to address the Tax-Exempt Issue within forty-five (45) days of notice of the Tax-Exempt Issue from STHS to Administrator, then Company (at the direction of STHS) may, by delivery of written notice thereof to Administrator, promptly terminate this Agreement.

5.4 Actions Upon Termination. Upon termination of this Agreement for any reason: (a) Company may retain any information and materials prepared for Company by Administrator, including, but not limited to, administrative, accounting and personnel policy and procedure manuals prepared by Administrator, and all data accumulated through Administrator's provision of Administrative Services, Archiving Services or Transcription Services or through its business administration, utilization management or quality improvement systems, programs, plans or procedures; (b) Company shall return to Administrator any software or hardware systems owned, leased or licensed by Administrator; (c) Administrator shall cooperate with the Company to effect the transition to another administrative company if one is appointed by the Company to succeed Administrator; (d) Administrator shall return to Company all books, records, files, information and other property of Company, including, without

limitation, all patient records (including PACS images), billing records, licenses, accreditations, supplies, inventory, contracts, and financial and accounting records; and (e) Administrator shall deliver to the Company all funds, if any, controlled by or in the possession of Administrator as agent for the Company; provided, however, that, except as otherwise provided in Section 4.1, Administrator shall be entitled to all Actual Quarterly Administrative Fees, IT Services Fees and Operating Expenses which have accrued or are owed to Administrator under this Agreement.

5.5 Transition of Services. Administrator will cooperate with and reasonably assist Company in transitioning the Administrative Services and other services provided hereunder from the Administrator to the Successor Administrator, such that the Successor Administrator can assume responsibility for such services effective as of the termination of this Agreement without any disruption in the operations of any of the Facilities. Without limitation, Administrator shall cooperate with the Company and the Successor Administrator in transitioning employment of Company Staff to the Successor Administrator provided such transitioning of personnel has been approved by the Company.

6. INSURANCE; RESPONSIBILITY FOR CLAIMS

6.1 Insurance to be Maintained by Administrator. Throughout the term of this Agreement, Administrator shall, at its sole cost and expense, procure, keep and maintain insurance coverage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate for errors and omissions and commercial general liability, and applicable state statutory limits for workers compensation. Said insurance policies shall be issued by an insurance company licensed in the state where Administrator is located, and the policy shall cover all services Administrator, its directors, officers, employees, agents, Company Staff and/or contractors provide. Administrator shall arrange to have Company named as additional insured as its interests may appear with respect to such insurance coverage and shall provide Company with a certificate evidencing such insurance and endorsement upon request.

6.2 Insurance to be Maintained by Company. Throughout the term of this Agreement, Company shall, at its sole cost and expense, procure, keep and maintain insurance coverage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate for professional liability and commercial general liability, and applicable state statutory limits for workers compensation. Said insurance policies shall be issued by an insurance company licensed in the state where Company is located, and the policy shall cover all services Company, its directors, officers, employees, agents and/or contractors provide. Company shall provide Administrator with a certificate evidencing such insurance upon request.

6.3 Indemnification. Company shall indemnify, hold harmless and defend Administrator, its members, managers, governors, employees, agents, successors and assigns, from and against any liability, loss, damage, claim, cause of action, cost or expense, including reasonable attorneys' fees, caused by or as a result of the any acts or omissions of Company or any of its managers or employees. Administrator shall indemnify, hold harmless and defend Company, its members, managers, governors, employees, agents, successors and assigns, from and against any liability, loss, damage, claim, cause of action, cost or expense, including reasonable attorney's fees, caused by or as a result of any acts or omissions of Administrator or any of its managers or employees, including Company Staff.

7. PROPRIETARY/CONFIDENTIAL INFORMATION AND ACCESS TO BUSINESS

7.1 Access to Records.

7.1.1 Administrator shall, during the term hereof, be given complete access to

Company, the Business and their respective records, offices and the Facilities, equipment, personnel and vendors, in order that Administrator may carry out its obligations hereunder, subject to confidentiality requirements of patient medical records.

7.1.2 Administrator shall keep all records relating to this Agreement open and available for inspection by the Company or other authorized persons, and shall maintain all books, records, documents and other evidence necessary to certify the nature and extent of the services provided under this Agreement consistent with accepted business practice, appropriate accounting procedures and applicable federal, state or local law and regulations. The Company or any other duly authorized person shall have reasonable access during normal business hours to such books, records, documents, and other evidence of the Administrator for the purpose of inspection, audit, and copying, at its sole cost and expense.

7.2 **Confidentiality.** Administrator recognizes that all information and records, and all business information, documents, and records, including but not limited to those located at any Facility which the Company operates are the property of Company (collectively the “**Confidential Information**”), and that during and after the term of this Agreement, Administrator shall not remove, use, disclose or reproduce such Confidential Information except for the limited purpose of fulfilling Administrator's obligations under this Agreement or as otherwise directed in writing by Company. Administrator shall not have any rights to such Confidential Information or records or to copies thereof except as may be required by applicable law. Administrator may disclose Confidential Information in response to any valid subpoena or other valid compulsory process, provided that Company shall have the right, at its discretion, to first use its best efforts to make all legitimate, good faith objections, if any, to the production of such information and, if production is required, shall have the right, at its discretion, to use its best efforts to seek a protective order limiting dissemination of such Confidential Information, the contents thereof and the transactions contemplated thereby solely to persons having a need to know for purposes of the proceeding in which the production is sought. In the event that Administrator is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to make any disclosure which is prohibited or otherwise constrained by this Section 7.4, Administrator shall (i) provide Company with prompt notice of such request(s) so that Company may seek an appropriate protective order or other appropriate remedy (at Company's sole expense) and/or waive Administrator's compliance with the provisions of this Section 7.4, and (ii) cooperate with Company in its efforts to decline, resist or narrow such requests. Administrator also acknowledges that any damages for breach of this Section 7.4 may be incalculable and an insufficient remedy. Accordingly, Administrator agrees that in the event of any breach of this Section 7.4, Company shall be entitled to equitable relief, including injunctive relief and specific performance.

8. **MISCELLANEOUS**

8.1 **Excluded Provider.** Administrator and Company hereby represent and warrant to each other that they are not and at no time have been excluded from participation from any federally funded health care program, including Medicare and Medicaid. Administrator agrees to immediately notify the Company and Company agrees to immediately notify Administrator of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare or Medicaid. In the event that Administrator or Company is excluded from any federally funded health care program during the Term of this Agreement, this Agreement shall, as of the effective date of such exclusion, automatically terminate. In addition, each party agrees that it will not employ, contract with, or otherwise use the services of any individual whom it knows or should have known, after reasonable inquiry, (a) has been convicted of a criminal offense related to health care (unless the individual has been reinstated to participation in Medicare and all other Federal health care programs after being excluded because of the conviction), or (b) is currently listed by a Federal agency as excluded, debarred, or otherwise ineligible

for participation in any Federal health care program and further agrees that it will immediately notify the other in the event that any person in its employ, has been excluded, debarred, or has otherwise become ineligible for participation in any Federal health care program. Each party agrees to continue to make reasonable inquiry regarding the status of its employees and independent contractors on a regular basis by reviewing the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG List of Excluded Individuals/Entities. If an employee or contractor of either party is excluded from any Federal health care program, the applicable party shall immediately remove that employee or contractor from providing services under this Agreement. Each party will indemnify and hold the other party harmless from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compounded damages), costs (including reasonable attorneys' fees and expenses) incurred by the other party as a result of an exclusion with respect to the indemnifying party or any employee or contractor thereof, or the indemnifying party's breach of this Section.

8.2 Assignment; Subcontracting. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors, and permitted assigns. Company may not assign this Agreement nor any rights hereunder, nor may it delegate any of its duties to be performed hereunder, without the prior written consent of Administrator. Administrator may not assign or transfer this Agreement in its entirety, or assign or subcontract any of the responsibilities or duties of Administrator hereunder, without the prior written consent of Company; provided, however, that Administrator shall have the right to assign certain responsibilities under this Agreement and/or to subcontract with any responsible party(ies) (including affiliates of Administrator) to arrange for the provision of certain items and services hereunder (but not for substantially all of Administrator's responsibilities and obligations under this Agreement) as long as: (a) any assignment or subcontracting by Administrator is consistent with or specifically contemplated by the applicable Budget and is for items or services that either: (i) Administrator is incapable of providing, (ii) will be provided through such assignment or subcontract on only a reasonably temporary basis, or (iii) must be provided on an assigned or subcontracted basis in order to address or respond to urgent or emergent circumstances; (b) Administrator shall remain primarily responsible for any assignee's or subcontractor's performance; and (c) Administrator shall be solely responsible for payment of any fees, expenses or other amounts due to any assignee or subcontractor, and Company shall not be liable for any such fees, expenses or other amounts either directly or as expenses of Administrator charged to Company.

8.3 Confidentiality of Agreement. This Agreement and the terms and conditions hereof shall be maintained in confidentiality by both parties except where disclosure is required by law or in performance hereof.

8.4 Amendment. This Agreement may only be amended or modified by a written instrument executed by both parties. Subject to the severability provisions set forth in Section 8.9 and to the terms of Section 5.3.1 above, this Agreement shall be subject to immediate review and amendment if required by any change in state or federal regulations, including regulations pertaining to state, federal, or other third-party reimbursement programs; provided, however, that any such amendment shall be subject to the approval of the parties hereto.

8.5 Headings. The headings of the various sections of this Agreement are for convenience of reference only, and shall not modify, define, limit or expand the express provisions of this Agreement.

8.6 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and any representation, promise, or condition in connection therewith not incorporated herein shall not be binding upon either party. This Agreement supersedes any prior agreement between the parties with respect to such subject matter.

8.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which, including facsimiles thereof, shall be deemed to be an original, and each such counterpart shall together constitute the same agreement.

8.8 Notices. All notices or other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given, if by hand delivery, upon receipt thereof; by telefax upon confirmation of transmission; or if mailed by certified or registered mail or nationally recognized courier service, postage or delivery costs prepaid, on the date of deposit at the courier service or in the United States mail, and in any event, to be addressed to either party at the addresses provided in the signature blocks below, or at such other address as may hereafter be provided by proper notice. A courtesy copy of any notice required hereunder shall also be sent to each party's counsel at such address as may be requested, but failure to do so shall not in any way affect the rights, obligations, and liabilities of the parties hereto.

8.9 Effect of Invalidity. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the effective period of this Agreement, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each illegal, invalid or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8.10 Applicable Law. The parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee without regard to principles of conflicts of laws.

8.11 HIPAA Compliance. As of the Effective Date, Company and Administrator shall enter into the Business Associate Agreement attached as Exhibit A.

8.12 No Obligation to Make Referrals. The parties acknowledge that none of the benefits granted the parties under this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. The parties further acknowledge that neither party is restricted from referring any service to, or otherwise generating any business for, any other entity of its choosing.

8.13 Waiver. No consent or waiver, express or implied, by a party to or of any breach or default by any other party in the performance by such party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act or failure to act of any other party or to declare any other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of such default or its rights under this Agreement. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

8.14 Prevention of Performance by Administrator. Administrator shall not be liable for any loss or damage to Company (including, without limitation, direct, indirect, incidental and consequential damages) due to any failure in Administrator of its performance hereunder (a) because of compliance with any order, request, or control of any governmental authority or person purporting to act therefore, whether or not said order, request or control ultimately proves to have been invalid; or (b) when Administrator's performance is interrupted, frustrated or prevented, or rendered impossible or impractical

because of wars, terrorism, hostilities, public disorders, acts of enemies, sabotage, riots, insurrection, strikes, lockouts, fires, or acts of God, or any other cause beyond Administrator's control similar to any of the foregoing. Without limitation of the foregoing, Administrator shall not be required to challenge or resist any such order, request or control, or to proceed or attempt to proceed with performance, if such performance shall involve material additional expense or a material departure from Administrator's normal practices, unless the parties shall expressly agree as to the further obligations (including, without limitation, an obligation to bear all or part of any such additional expense) to be borne by Company as a result thereof.

8.15 Interpretation. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter as the context requires.

8.16 No Strict Constriction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent and agreement, and no rule of strict construction shall be applied against any party.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MIDDLE TENNESSEE IMAGING, LLC

Address:
102 Woodmont Boulevard, Suite 700
Nashville, TN 37205
Attention: President

By:  _____

Its: Sheila M. Sferrella, Secretary

PHYDATA, LLC

Address:
28 White Bridge Road, Suite 111
Nashville, TN 37205
Attention: Chad L. Calendine, M.D., President

By:  _____

Its: Chad L. Calendine, M.D., President

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") by and between **Middle Tennessee Imaging, LLC**, a Tennessee limited liability company ("**Company**") and PhyData, LLC, a Tennessee limited liability company ("**Administrator**") is effective as of this 1st day of April, 2011.

RECITALS

WHEREAS, the parties have entered into an arrangement (the "Arrangement") for the provision of administrative services by Administrator ("Business Associate") to Company ("Covered Entity"); and

WHEREAS, the Company is a Covered Entity as that term is defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"); and

WHEREAS, the Arrangement contemplates the provision of certain items and services that may create a business associate relationship among the parties; and

WHEREAS, the parties intend to protect the privacy and security of PHI disclosed, collected or created by Business Associate hereunder in compliance with HIPAA, subtitle D of Title XIII of division A of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "HITECH Act"), and the applicable regulations promulgated under HIPAA and the HITECH Act (collectively, the "HIPAA Regulations").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Definitions. TERMS USED, BUT NOT OTHERWISE DEFINED, IN THIS AGREEMENT SHALL HAVE THE SAME MEANING AS THOSE TERMS IN THE HIPAA REGULATIONS, EXCEPT THAT (I) THE TERMS "PHI" AND "ELECTRONIC PHI" SHALL HAVE THE SAME MEANING AS SET FORTH IN 45 CFR §160.103, LIMITED TO THE INFORMATION CREATED OR RECEIVED BY BUSINESS ASSOCIATE FROM OR ON BEHALF OF COVERED ENTITY; AND (II) REFERENCES HEREIN TO "BUSINESS ASSOCIATE" SHALL REFER TO EITHER PARTY, TO THE EXTENT SUCH PARTY IS ACTING AS A BUSINESS ASSOCIATE TO THE OTHER PARTY.

2. Obligations of Business Associate.

A. Permitted Uses and Disclosures. Business Associate agrees to not use or disclose PHI other than (i) as permitted or required by the Arrangement; (ii) as permitted by this Agreement or (iii) as Required By Law. Business Associate shall not use PHI in any manner that would constitute a violation of the HIPAA Regulations, or other applicable federal or State law if so used by Covered Entity. Business Associate may use or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures for the purposes described in this sentence are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Business Associate shall limit its use, disclosure and request of PHI to the minimum necessary for the purpose of the use, disclosure or request.

B. Additional Permitted Uses and Disclosures.

(i) Use or Disclosure to Provide Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

(ii) Violations of Law. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1). To the extent permitted by law, Business Associate shall promptly notify Covered Entity in the event that Business Associate makes such a report.

(iii) De-Identification of Protected Health Information. Business Associate may de-identify any and all PHI provided that de-identification conforms to the requirements of the Privacy Rule. The parties acknowledge and agree that de-identified data is not subject to the terms of this Agreement.

(iv) Limited Data Sets. Business Associate may use any and all PHI in order to create Limited Data Sets and may use or disclose such Limited Data Sets only as permitted by 45 C.F.R. § 164.514(e). Except as set forth in this section, the conditions and restrictions contained herein on Business Associate's use and disclosure of PHI apply to Business Associate's use and disclosure of PHI contained in such Limited Data Sets. Further, Business Associate agrees that it shall not identify the information contained in such Limited Data Sets or contact the Individuals who are the subject of the PHI contained in such Limited Data Sets, except as otherwise permitted or required by this Agreement.

C. Appropriate Safeguards. Business Associate shall use appropriate physical, administrative and technical safeguards that (i) reasonably and appropriately protects the confidentiality, integrity, and availability of PHI it creates, receives, maintains or transmits on behalf of Covered Entity, and (ii) prevent use or disclosure of, or access to, the PHI other than as provided for by this Agreement. To the extent applicable, Business Associate will comply with the security standards at 45 CFR Parts 160 and 164 with respect to Electronic PHI.

D. Reporting of Security Incident, Improper Use or Disclosure and Breach. Business Associate agrees to report to Covered Entity: (i) any Security Incident; and (ii) any access to, or use or disclosure of, PHI not provided for by this Agreement, of which it becomes aware. Business Associate further agrees to notify Covered Entity of any Breach of Unsecured PHI that it discovers, to the extent that Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, uses or discloses Unsecured PHI. The notice shall include if known the identification of each individual whose PHI accessed, acquired or disclosed in connection with the event giving rise to Business Associates obligation to notify Covered Entity under this Section 2(D), and any other information then available that the Covered Entity must include in its notice to the individual under 45 CFR 164.404(c). All notices required by this Section 2(D) shall be provided in writing to Covered Entity within five (5) days of the date of discovery by Business Associate. Business Associate shall promptly mitigate the harmful effects of any event as to which Business Associate is required by this Section 2(D) to notify Covered Entity.

E. Agents and Subcontractors. Business Associate shall ensure that any agent or subcontractor to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

F. Access; Amendment. If Business Associate holds PHI in a Designated Record Set, Business Associate agrees to (i) provide access, within five (5) business days of a written request by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to allow Covered Entity comply with 45 CFR §164.524; and (ii) make any

amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, within five (5) business days of a written request by Covered Entity specifying the amendments.

G. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate shall provide to Covered Entity information collected in accordance with this Section 2 (G) within five (5) business days of a written request by Covered Entity, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

H. Government Access. Business Associate shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with HIPAA. Notwithstanding the foregoing, nothing in this Section shall be deemed to require Business Associate to waive the attorney-client, accountant-client, or other legal privilege, and nothing in this Section shall impose upon Covered Entity any obligation to review Business Associate's practices, books or records.

I. Uses and Disclosures Required By Law. Except to the extent prohibited by law, Business Associate shall immediately notify Covered Entity if it receives a request for disclosure of PHI with which Business Associate believes it is Required By Law to comply and disclosure pursuant to which would not otherwise be permitted by this Agreement. Business Associate shall provide Covered Entity with a copy of such request, shall consult and cooperate with Covered Entity concerning the proper response to such request, and shall provide Covered Entity with a copy of any information disclosed pursuant to such request.

J. Standard Transactions. To the extent that, under the Arrangement, Business Associate conducts on behalf of a Covered Entity all or part of a Transaction (as defined in 45 C.F.R. Parts 160 and 162 (the "Electronic Transactions Rule")), Business Associate shall comply with, and shall cause any of its agents or subcontractors to comply with, the Electronic Transactions Rule. This section shall become effective on the date on which Covered Entity and Business Associate entered into the Arrangement pursuant to which Business Associate conducts all or part of a Transaction on behalf of a Covered Entity.

K. Compliance with HIPAA. Business Associate shall comply with all applicable provisions of HIPAA, HITECH and the HIPAA Regulations. This Agreement shall be construed as broadly as necessary to permit Covered Entity to comply with HIPAA, HITECH and the HIPAA Regulations.

3. Obligations of Covered Entity.

To the extent that any of the following may affect Business Associate's use or disclosure of PHI, Covered Entity shall notify Business Associate in writing (i) of any limitation(s) in its notice of privacy practices of Covered Entity; (ii) any changes in, or revocation of, permission by Individual to use or disclose PHI; or (iii) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

4. Term and Termination; Indemnity.

A. Term; Termination. The Term of this Agreement shall be effective as of the date signed by Covered Entity, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause. Either Party may terminate this Agreement due to a material breach of this Agreement by the other Party upon giving the other Party at least thirty (30) days prior written notice, provided the breaching party does not cure the breach prior to the effective date of termination. If neither termination nor cure is feasible, the non-breaching party may report the violation to the Secretary.

C. Effect of Termination. On termination of this Agreement for any reason Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. This Section 4(C) shall survive the termination or expiration of this Agreement, and the completion or termination of the Services.

5. Interpretation.

This Agreement and the Arrangement shall be interpreted as broadly as necessary to implement and comply with ARRA, HIPAA and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with ARRA, HIPAA and the HIPAA Regulations.

MISCELLANEOUS

A. Injunctive Relief. The parties understand and acknowledge that any use or disclosure of PHI in violation of this Agreement will cause irreparable harm, the amount of which may be difficult to ascertain, and therefore each party agrees that in the event such a violative use or disclosure of PHI occurs and continues to occur, the non-disclosing party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining the disclosing party from engaging in any such further use, disclosure or breach and for such other relief as the non-disclosing party shall deem appropriate. Such right of the non-disclosing party to be in addition to the remedies otherwise available to that party at law or in equity. The parties expressly waive the defense that a remedy in damages will be adequate and further waive any requirement in an action for specific performance or injunction for the posting of a bond by the disclosing party.

B. Amendment. This Agreement may be amended only by written agreement between the parties.

SIGNATURE PAGE FOLLOWS

PHYDATA, LLC

By: _____

Title: _____

Date: _____

MIDDLE TENNESSEE IMAGING, LLC

By: _____

Title: _____

Date: _____

Tab 5

Attachment A, 6

Site Entitlement

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") is made and entered into as of the ____ day of January, 2017 (the "Effective Date"), by and between SAINT THOMAS HEALTH, a Tennessee not-for-profit corporation ("Sublandlord"), and MIDDLE TENNESSEE IMAGING, LLC, a Tennessee limited liability company ("Subtenant").

W I T N E S S E T H:

WHEREAS, Sublandlord and MR Hotels, LLC (as successor to the interests of Murfreesboro 99 Partners, G.P.) ("Master Landlord"), are parties to that certain Lease Agreement, dated November 25, 2015, as amended by that certain First Amendment to Lease Agreement dated August 19, 2016 (collectively, the "Master Lease"), pursuant to which Sublandlord leases approximately 31,598 square feet of space (the "Leased Premises") in the medical office building located at 2723 New Salem Highway, Murfreesboro, Tennessee (the "Building") from Master Landlord under the terms of the Master Lease; and

WHEREAS, Subtenant desires to sublease the approximately 3,272 usable square feet of space within the Leased Premises described on Exhibit A (the "Subleased Premises") from Sublandlord upon the terms and conditions set forth in this Sublease; and

WHEREAS, Sublandlord has agreed to sublease the Subleased Premises to Subtenant upon the terms and conditions set forth in this Sublease.

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublandlord and Subtenant agree as follows:

1. Defined Terms. For purposes of this Sublease, if any term is defined in the Master Lease and not in this Sublease, such term shall have the meaning ascribed to it in the Master Lease.

2. Demise.

(a) Sublandlord hereby subleases the Subleased Premises to Subtenant, and Subtenant hereby subleases the Subleased Premises from Sublandlord, upon the terms and conditions set forth herein. Subtenant and Sublandlord acknowledge and agree the Subleased Premises contain 3,272 usable square feet and 3,631 rentable square feet.

(b) Sublandlord shall have no obligation to make any alterations, additions or improvements to the Subleased Premises, the Building or the Common Areas, and Subtenant acknowledges that it is subleasing the Subleased Premises on an "AS IS, WHERE IS" basis. Sublandlord shall have no liability to Subtenant as a result of (i) any defects in the Subleased Premises, the Premises (as defined in the Master Lease), the Common Areas or the Building, or (ii) any breakdown of any of the Subleased Premises, the Premises, the Common Areas or the Building or any failure of the same to operate as designed. Subtenant expressly acknowledges and agrees that neither Sublandlord has made or is making any representation or warranty regarding the Subleased Premises.

3. Term.

(a) The term of this Sublease (the "Sublease Term") shall commence on the Effective Date and expire on February 28, 2027 (the "Termination Date"), unless earlier terminated in accordance with the terms hereof.

(b) Either Sublandlord or Subtenant may terminate this Sublease upon the termination of the Master Lease, by giving written notice to the other party; provided if the Master Lease is terminated due to any matter that constitutes a default by Sublandlord or Subtenant under this Sublease, then the termination of this Sublease pursuant to this section shall not result in Sublandlord or Subtenant, as applicable, being released from any liabilities arising or resulting from such default.

(c) In the event this Sublease is terminated before the date that is one (1) year after the Effective Date, Sublandlord and Subtenant shall not enter into a new lease or sublease related to the Subleased Premises prior to the date that is one (1) year after the Effective Date.

4. Base Rent.

(a) Commencing on the earlier of May 31, 2017 or the date Subtenant opens for business in the Subleased Premises (the "Rent Commencement Date"), Subtenant shall pay Sublandlord base rent for the Subleased Premises (the "Base Rent") in accordance with this section. The Base Rent shall be paid by Subtenant, in advance, on the first (1st) day of each month during the Sublease Term after the Rent Commencement Date, without demand, notice, setoff and, except as otherwise expressly permitted hereunder, without abatement; provided, the initial installment of Base Rent shall be paid by Subtenant within five (5) business days after the Rent Commencement Date. The Base Rent shall be prorated for any partial month during the period commencing on the Rent Commencement Date and ending upon the expiration or termination of this Sublease. Initially, the Base Rent shall be Eighty Four Thousand Six Hundred Seventy Four and 92/100 Dollars (\$84,674.92) per year, payable in equal monthly installment of \$7,056.24 per month. The Base Rent shall increase by two and one-half percent (2.50%) on (i) February 1, 2018 (the "Initial Rent Adjustment Date"), and (ii) each anniversary of the Initial Rent Adjustment Date thereafter during the Sublease Term.

(b) For purposes of this Sublease, Sublandlord and Subtenant agree that the "Subtenant's Proportionate Share" means the product obtained by dividing (i) the gross floor area of the Subleased Premises (expressed in square feet and rounded to the nearest foot) determined in accordance with the BOMA 2010 Office Standard published as ANSI/BOMA Z65.1-2010, by (ii) the gross floor area of the Building (expressed in square feet and rounded to the nearest foot) determined in accordance with the BOMA 2010 Office Standard published as ANSI/BOMA Z65.1-2010. Sublandlord and Subtenant agree that the Subtenant's Proportionate Share is estimated to be eleven and one-half percent (11.5%) based on the approximate calculation of the gross floor area of the Building set forth in the recitals of this Sublease; provided, Sublandlord and Subtenant agree to memorialize, in writing, the final, agreed upon calculation of Subtenant's Proportionate Share prior to the Rent Commencement Date. Subtenant shall pay Subtenant's Proportionate Share of the following expenses to Sublandlord in accordance with the terms of this Sublease (collectively, the "Additional Rent"):

(i) Property Taxes owed by Sublandlord pursuant to Section 4.02 of the Master Lease;

(ii) Insurance Costs owed by Sublandlord pursuant to Section 4.03 of the Master Lease; and

(iii) Operating Expenses owed by Sublandlord pursuant to Section 4.04 of the Master Lease.

Subtenant shall pay one-twelfth (1/12th) of Sublandlord's reasonable estimate of Subtenant's Proportionate Share of the Additional Rent for any calendar year during the Sublease Term, in advance, on the first (1st) day of each month during the Sublease Term after the Rent Commencement Date, without demand, notice, setoff and, except as otherwise expressly permitted hereunder, without abatement; provided, the initial installment of Additional Rent shall be paid by Subtenant within five (5) business days after the Rent Commencement Date. The Additional Rent shall be prorated for any partial month during the period commencing on the Rent Commencement Date and ending upon the expiration or termination of this Sublease. Sublandlord shall furnish Subtenant with a written statement (an "Additional Rent Statement") showing the calculation of the amount Subtenant owes under this section for each calendar year during the Sublease Term, as soon as the same is known with certainty. If the estimated payments made by Subtenant pursuant to this section with respect to any calendar year are not sufficient to cover Subtenant's Proportionate Share of the Additional Rent for such calendar year, then Subtenant shall pay Sublandlord the deficiency within thirty (30) days after Subtenant's receipt of the Additional Rent Statement for such year. If the estimated payments made by Subtenant pursuant to this section with respect to any calendar year exceed Subtenant's Proportionate Share of the Additional Rent for such calendar year to be paid by Subtenant under this section, then the excess shall be credited against future amounts Subtenant owes under this section; provided any such excess existing at the end of the Term shall be promptly refunded to Subtenant.

(c) Late Charges. If Subtenant fails to pay any installment of Base Rent, Additional Rent or any other amounts due to be paid by Subtenant under this Sublease within five (5) days after receiving written notice from Sublandlord, then (i) Subtenant shall pay Sublandlord a late charge equal to three percent (3%) of such installment; and (ii) such installment shall bear interest from the date due until paid at the lesser of ten percent (10%) per annum or the maximum rate permitted under Applicable Laws (the "Default Rate"). The parties agree that the provisions of this section are reasonable and shall not be deemed (i) a consent by Sublandlord to late payments, (ii) a penalty, (iii) a waiver of Sublandlord's right to insist on the timely payment of Base Rent, Additional Rent or other amounts due to be paid by Subtenant under this Sublease, or (iv) a waiver or limitation of the rights and remedies available to Sublandlord on account of the late payment of any Base Rent, Additional Rent or other amounts due to be paid by Subtenant under this Sublease.

5. Use.

(a) Subtenant may use the Subleased Premises solely for medical imaging, including, without limitation, the operation of CT scanners, MRIs, X-Rays and other imaging equipment, and for purposes incidental thereto. Subtenant shall not use the Subleased Premises for any other purposes without the express written consent of Sublandlord, which consent may be granted or withheld by Sublandlord in its sole and absolute discretion.

(b) Subtenant shall conduct its operations in the Subleased Premises in a manner that complies with all applicable laws, ordinances, rules or regulations (collectively, "Applicable Laws"). Subtenant shall not use the Subleased Premises in any manner that constitutes a nuisance, materially interferes with any other party's use of the Premises, is illegal, or damages the reputation of Sublandlord; provided, however, that it is expressly acknowledged that the operation of imaging equipment in the Subleased Premises shall not constitute a nuisance or give rise to a claim that Subtenant is materially interfering with any other party's use of the Premises. Subtenant shall not cause or permit injury or waste to the Subleased Premises, the Premises, the Common Areas or the Building. Subtenant shall keep the Subleased Premises clear and free from rubbish, dirt, and debris when it is

using the same and properly dispose of all refuse generated by Subtenant's operations in the Subleased Premises.

(c) Subtenant shall: (i) abide by the Ethical and Religious Directives for Catholic Health Facilities promulgated, from time to time, by the National Conference of Catholic Bishops, or its successor, in connection with its operations in the Subleased Premises; (ii) not perform abortions, euthanasia or sterilizations in the Subleased Premises or use the Subleased Premises as a contraceptive clinic; (iii) not perform any procedure where general anesthesia is used; and (iv) properly dispose of all medical waste generated by its activities in the Subleased Premises in the containers designated by Sublandlord, and not use, store or release any other hazardous or toxic substance, material or waste on or about the Subleased Premises, the Premises, the Common Areas or the Building.

(d) Subtenant shall comply, and cause its agents, employees, contractors, representatives, patients and invitees to comply, with the rules and regulations promulgated by Sublandlord for the Premises, as the same may be amended, modified or supplemented, from time to time (the "Rules"). If Subtenant (or any of its agents, employees, contractors, representatives, patients and invitees) fails to observe the Rules governing the parking facilities located on or serving the Premises, Sublandlord may, in addition to other remedies available hereunder, at law or in equity, immediately tow or ticket any vehicles in violation of the Rules. Any failure by Sublandlord to enforce the Rules, either against Subtenant or any other subtenant or occupants of the Real Property, shall not constitute a waiver of the same, and Sublandlord shall have no liability to Subtenant as a result of any such failure.

(e) Subtenant shall not use or permit the Subleased Premises to be used in a manner that: (i) disturbs any other tenant or occupant of the Premises; (ii) is illegal or immoral; (iii) damages the reputation of Sublandlord or the Premises; (iv) constitutes a nuisance (public or private); or (v) violates or increases the cost of any insurance policy covering the Premises, the Building or the Leased Premises.

(f) Subtenant shall bear the risk of loss with respect to its trade fixtures, equipment and other personal property, and neither Sublandlord nor the Master Landlord shall be liable for any damage to or theft of the same, whether or not caused by its negligence. If any repairs, maintenance or replacements to the Subleased Premises, the Premises or its contents are required as a result of damage caused by Subtenant or its patients or employees, excluding ordinary wear and tear, Subtenant shall reimburse Sublandlord for the cost of such repairs, maintenance or replacements, upon written demand.

6. Common Areas. During periods when Subtenant is permitted to use the Subleased Premises under this Sublease, Subtenant shall have the non-exclusive right to use any other parking areas, access drives, sidewalks and other common areas serving the Premises (the "Common Areas") to the extent Sublandlord is permitted to use the same under the Master Lease.

7. Alterations.

(a) Subtenant shall not make any alterations, additions or improvements to the Premises, unless the same have been approved by Sublandlord, in writing. Sublandlord agrees not to unreasonably withhold, qualify or delay its approval of any alterations, additions or improvements that Subtenant proposes to make to the Premises, except Sublandlord may withhold its approval, in its sole and absolute discretion, of alterations, additions or improvements that affect the exterior, roof, foundation or the structural components of the Subleased Premises, or any portion of the Leased Premises outside the Subleased Premises, or that violate the terms of the Master Lease.

(b) Subtenant shall obtain Sublandlord's written approval of the plans and specifications for Subtenant's initial alterations to the Subleased Premises (the "Subtenant's Initial Improvements") prior to commencing construction thereof (the version of such plans and specifications approved, in writing, by Sublandlord is referred to as the "Initial TI Plans") in accordance with Section

7(a) of this Sublease. Sublandlord agrees not to unreasonably withhold, condition or delay its approval of the plans and specifications for Subtenant's Initial Improvements, except Sublandlord may withhold its approval, in its sole and absolute discretion, of alterations, additions or improvements that alter or impact the exterior, roof, foundation or the structural elements of the Subleased Premises or any portions of the Leased Premises located outside the Subleased Premises or that violate the terms of the Master Lease. Subject to the other terms hereof, Sublandlord agrees to give Subtenant an allowance (the "TI Allowance") of up to One Hundred Sixty Three Thousand Six Hundred and No/100 Dollars (\$163,600.00) to pay for the construction costs incurred by Subtenant to complete Subtenant's Initial Improvements (the "Initial TI Costs"); provided (i) Subtenant must obtain Sublandlord's written approval of the plans and specifications for Subtenant's Initial Improvements in accordance with the other terms of this Sublease prior to commencing construction thereof, and (ii) the Initial TI Costs shall not include any amounts paid to Subtenant or its Affiliates. Subtenant acknowledges and agrees that it is solely responsible for paying, when due, all costs related to the Subtenant's Initial Improvements that are not covered by the TI Allowance. Any portion of the TI Allowance not used to pay the Initial TI Costs within one (1) year following the Effective Date shall be retained by Sublandlord, and Subtenant shall not be entitled to receive any portion thereof or credit therefor. Notwithstanding anything to the contrary contained herein, if Subtenant is in default under this Sublease, Sublandlord shall not be required to pay the TI Allowance until Subtenant cures such default and is in full compliance with the terms of this Lease. In addition, Sublandlord may, without limiting its other rights and remedies, deduct any and all damages and other amounts that Subtenant owes Sublandlord from the TI Allowance.

(c) Subject to the other terms hereof, Sublandlord shall disburse, on a monthly basis, the TI Allowance to Subtenant as a reimbursement of Initial TI Costs incurred or paid by Subtenant, provided Sublandlord shall not be required to reimburse Subtenant for the hard construction costs associated with any portion of the Subtenant's Initial Improvements until such portion of the Subtenant's Initial Improvements is substantially complete. As to each monthly draw request submitted by Subtenant (a "Draw Request"), the appropriate portion of the TI Allowance shall be disbursed to Subtenant within fifteen (15) days after Sublandlord's receipt of the applicable Draw Request; provided if there is an outstanding Subtenant Default during such fifteen (15) day period, Sublandlord may withhold payment of the Initial TI Costs set forth in the applicable Draw Request until the Subtenant Default is cured. The submission of a Draw Request shall constitute a representation by Subtenant that, to Subtenant's actual knowledge without additional investigation, the hard construction costs included in such Draw Request are for portions of the Subtenant's Initial Improvements that have been substantially completed, the soft costs included in such Draw Request (including, without limitation, architect's fees, engineer's fees, and other design professional fees, costs of permits, licenses and other governmental approvals, charges for inspections, surveys and testing) have been paid or are due and payable by Subtenant, and the costs for Subtenant's furniture, fixtures, equipment, telephone systems and other personal property to be used in the Subleased Premises (collectively, "FF&E") included in such Draw Request have been incurred by Subtenant. When all of the Subtenant's Initial Improvements are substantially complete, Subtenant may submit a final Draw Request (the "Final Draw Request") to Sublandlord, which shall be designated as such and shall include a final unconditional waiver and release from Subtenant's general contractor.

8. Subtenant Insurance. Throughout the Sublease Term, Subtenant shall maintain, at its sole cost and expense, the insurance that Sublandlord is required to obtain under Article IX of the Master Lease with respect to the Subleased Premises.

9. Master Lease.

(a) Sublandlord has furnished or otherwise made available to Subtenant a true, correct, and complete copy of the Master Lease

(b) Except as expressly set forth below, this Sublease and all rights of Subtenant hereunder are subject and subordinate to the terms, conditions and provisions of the Master Lease. Subtenant shall not violate any of the terms of the Master Lease. The following provisions of the Master Lease do not apply to this Sublease, and Subtenant shall not have the benefit of: (i) any provisions in the Master Lease allowing or purporting to allow Sublandlord any rent concessions or abatements or allowances; (ii) any renewal option granted to Sublandlord under the Master Lease; (iii) any termination option granted to Sublandlord under the Master Lease; or (iv) any expansion option granted to Sublandlord under the Master Lease.

(c) Subtenant shall not make any changes, alterations or additions in or to the Subleased Premises, unless it has obtained the prior written approval of Sublandlord, which approval may be granted or withheld by Sublandlord in its sole and absolute discretion. Sublandlord may condition its approval of any such changes, alterations or additions on Subtenant obtaining the prior written consent of the Master Landlord.

(d) If Subtenant desires to take any action and the Master Lease would require that Sublandlord obtain the consent of Master Landlord before undertaking an action of the same kind, Sublandlord may require Subtenant to contact Master Landlord directly for such consent. Further, except as otherwise expressly provided herein, Subtenant shall not undertake such action without the prior written consent of Sublandlord, and Sublandlord may condition its consent on the consent of Master Landlord being obtained.

(e) Sublandlord shall also have all rights, privileges, options, reservations and remedies, granted or allowed to, or held by, Master Landlord under the Master Lease.

(f) Notwithstanding anything contained herein or in the Master Lease that may appear to be to the contrary, Sublandlord and Subtenant hereby agree as follows:

(i) Subtenant shall not have any right to any portion of the proceeds of any award for a condemnation or other taking, or a conveyance in lieu thereof, of all or any portion of the Subleased Premises, the Premises, the Building or the Common Areas.

(ii) Except as expressly set forth in this Sublease, Sublandlord does not assume and shall not have any of the obligations or liabilities of Master Landlord under the Master Lease and Sublandlord is not making the representations or warranties, if any, made by Master Landlord in the Master Lease. With respect to work, services, repairs and restoration or the performance of other obligations required of Master Landlord under the Master Lease, Sublandlord's sole obligation with respect thereto shall be to request the same, upon written request from Subtenant, and to use reasonable efforts to obtain the same from Master Landlord. Sublandlord shall not be liable for damages, nor shall rent abate hereunder, for or on account of any default under the Master Lease by the Master Landlord or any failure by Master Landlord to satisfy any of the obligations, liabilities or duties imposed on Master Landlord under the Master Lease.

(g) Sublandlord shall not do anything or suffer or permit anything to be done that would result in a default by Sublandlord under the Master Lease or an early termination of the Master Lease. In addition, Sublandlord shall satisfy all of its obligations and liabilities under the Sublease to the extent the same arise or relate to periods outside the Sublease Term or are not Subtenant's responsibility under this Sublease. In the event of a default by the Master Landlord under the Master Lease, Sublandlord shall take all actions reasonably necessary to enforce the terms of the Master Lease against the Master Landlord. Sublandlord shall not amend, modify, cancel or terminate the Master Lease, and Sublandlord shall not enter into any other agreement with Master Landlord that would contravene or conflict with Sublandlord's obligations under this Sublease. During the Sublease Term, Subtenant shall be entitled to exercise and enjoy all of the rights and benefits of Sublandlord under the

Master Lease with respect to the Subleased Premises.

(h) Sublandlord shall pay, when due, all rent and other sums that Sublandlord owes Master Landlord under the Master Lease, including, but not limited to, all Monthly Rent and other expenses that Sublandlord owes under Article IV of the Master Lease (collectively, the "Master Lease Rent").

(i) Except for the Master Lease Rent and except as otherwise expressly provided herein, Subtenant shall perform and be bound by all of Sublandlord's obligations under the Master Lease to the extent, but only to the extent, such obligations first arise during periods within the Sublease Term and are related to the Subleased Premises. In no event shall Subtenant be responsible for: (i) curing any default by Sublandlord existing under the Master Lease as of the Effective Date; (ii) repairing, or pay the cost of repairing, any damage to the Premises caused by any act, negligence or misconduct of Sublandlord or any of its owners, officers, directors, agents, employees, contractors or representatives; (iii) satisfying any indemnification obligation of Sublandlord under the Master Lease arising or resulting from an event or matter that does not occur during the Sublease Term or from any act, negligence or misconduct of Master Landlord, Sublandlord or any of their respective owners, officers, directors, agents, employees, contractors or representatives; (iv) any matter or event that does not first occur during the Sublease Term; or (v) any taxes that are not directly related to Subtenant's business operations or Subtenant's property.

(j) If Subtenant desires to take any action and the Master Lease requires that Sublandlord obtain the consent of Master Landlord before undertaking such action, Subtenant may contact Master Landlord directly for such consent. Unless otherwise expressly provided herein, Subtenant shall not be required to obtain Sublandlord's consent for any matter requiring Master Landlord's consent.

10. Subtenant Default.

(a) Subtenant shall be deemed in default under this Sublease upon the happening of any of the following events (a "Subtenant Default"):

(i) Subtenant's failure to pay any installment of Base Rent, Additional Rent or any other amounts owed by Subtenant under this Sublease, unless such failure is cured by Subtenant within five (5) days after Sublandlord gives written notice of such failure to Subtenant; or

(ii) Subtenant's failure to comply with any of the terms of this Sublease, other than those related to the payment of Base Rent, Additional Rent or any other amounts that Subtenant owes hereunder, unless such failure is cured by Subtenant within ten (10) days after Sublandlord gives written notice of such failure to Subtenant; or

(iii) Subtenant's vacation or abandonment of the Subleased Premises; or

(iv) (A) the bankruptcy or insolvency of Subtenant, (B) the filing by or against Subtenant of a petition seeking to have Subtenant declared bankrupt or insolvent or seeking to reorganize Subtenant, unless the petition is dismissed with sixty (60) days after its filing, (C) the appointment of a receiver or trustee for all or a substantial portion of Subtenant's assets, or (D) the assignment of all or substantially all of Subtenant's assets for the benefit of its creditors; or

(v) The occurrence of any other event involving Subtenant or the Subleased Premises that would constitute a default under the Master Lease if it involved Sublandlord or the Leased Premises.

(b) Upon the occurrence of any Subtenant Default, Sublandlord may, in addition to other remedies available hereunder, at law or in equity:

(i) Terminate this Sublease, in which event Subtenant shall immediately surrender possession of the Subleased Premises and Sublandlord shall have the right to recover all damages from Subtenant in accordance with subsection 10(c) below. If Subtenant fails to surrender the Subleased Premises to Sublandlord after the termination of this Sublease, Sublandlord shall have the right, without notice, to retake possession of the Subleased Premises and to expel Subtenant and its effects therefrom, without being liable for prosecution or any claim for damage.

(ii) Without terminating this Sublease, terminate Subtenant's right to possession of the Subleased Premises and, if necessary, expel Subtenant and its effects therefrom, without being liable for prosecution or any claim for damages. If Sublandlord retakes possession of the Subleased Premises from Subtenant pursuant to this subparagraph, Sublandlord may relet the Subleased Premises for the benefit of Subtenant, at such rent, for such duration and upon such other terms as Sublandlord, in its sole and absolute discretion, deems advisable, and Sublandlord may remodel the Subleased Premises to the extent it deems necessary or proper to facilitate such reletting. Subtenant shall be liable immediately to Sublandlord for all costs Sublandlord incurs in reletting or endeavoring to relet the Subleased Premises pursuant to this subparagraph, including, without limitation, reasonable attorneys' fees, brokers' commissions, advertising expenses and remodeling costs. Notwithstanding the termination of Subtenant's right to possession of the Subleased Premises pursuant to this subparagraph, Subtenant shall continue to pay the Rent, when due; provided if Sublandlord is successful in reletting the Subleased Premises, any rent received by Sublandlord from such reletting that is allocable to periods falling within the Sublease Term shall be applied to reduce the amounts Subtenant owes Sublandlord under this Sublease, in such order as Sublandlord determines proper, including, without limitation, costs and expenses that Sublandlord incurs to effect compliance with Subtenant's obligations hereunder, costs Sublandlord incurs to recover possession of the Subleased Premises, reletting costs, damages, and rental deficiencies. If the rent received by Sublandlord from reletting the Subleased Premises that is allocable to periods falling within the Sublease Term exceeds the amounts Subtenant owes under this Sublease, Sublandlord shall be entitled to such excess and Subtenant shall not have any right thereto.

(iii) Enter upon the Subleased Premises and do whatever Subtenant is obligated to do under the terms of this Sublease, without being liable for prosecution or any claim for damages, and Subtenant agrees to reimburse Sublandlord for all costs and expenses that Sublandlord incurs in connection therewith.

(iv) Obtain specific performance of the terms of this Sublease or injunctive relief.

(v) Pursue any remedy available to Master Landlord under the Master Lease as a result of a default by Sublandlord under the Master Lease

The foregoing remedies are cumulative and non-exclusive, and the exercise by Sublandlord of any of its remedies under this Sublease shall not prevent the subsequent exercise by Sublandlord of any other remedies provided herein. All remedies provided for in this Sublease may, at the election of Sublandlord, be exercised alternatively, successively, or in any other manner. No provision of this Sublease shall be deemed to have been waived by Sublandlord, unless such waiver is in writing and signed by Sublandlord. Sublandlord's acceptance of Rent following any Event of Default shall not be construed as a waiver of such Event of Default. No custom or practice between the parties in connection with the terms of this Sublease shall be construed to waive or lessen Sublandlord's right to insist upon strict performance of the terms hereof. No act by Sublandlord with respect to the Subleased Premises shall be deemed to terminate this Sublease, including, but not limited to, the acceptance of keys or the institution of dispossessory proceedings; it being understood that this Sublease may only be

terminated by express written notice from Sublandlord to Subtenant, and any reletting of the Subleased Premises shall be presumed to be for and on behalf of Subtenant, unless Sublandlord expressly provides otherwise in writing to Subtenant.

(c) Damages Upon Termination. If Sublandlord elects to terminate this Sublease pursuant to subsection 10(b), Sublandlord may, in addition to Sublandlord's other rights and remedies, recover from Subtenant:

(i) the worth at the time of judgment of any unpaid Base Rent, Additional Rent or other sums payable by Subtenant hereunder at the time of such termination; plus

(ii) the worth at the time of judgment of the amount by which the unpaid Base Rent, Additional Rent and other sums payable by Subtenant hereunder which would have been earned after termination until the time of judgment exceeds the amount of such rental loss Subtenant proves could have been reasonably avoided; plus

(iii) the worth at the time of judgment of the amount by which the unpaid Base Rent, Additional Rent and other sums payable by Subtenant hereunder for the balance of the Sublease Term after the time of judgment exceeds the amount of such rental loss that Subtenant proves could have been reasonably avoided; plus

(iv) any other amount necessary to compensate Sublandlord for all damages it suffers as a result of the termination of this Sublease or Subtenant's failure to perform its obligations hereunder, including, but not limited to, the cost of recovering possession of the Subleased Premises, reletting costs and reasonable attorneys' fees; plus

(v) at Sublandlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by Applicable Laws.

(d) As used in subsections (i) and (ii) of this subsection, the phrase "worth at the time of judgment" shall be computed by adding interest on all such sums from the date when originally due at the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted under Applicable Laws. As used in subsection (iii) of this section, the phrase "worth at the time of judgment" is computed by discounting the sum in question at two percent (2%) over the federal reserve rate promulgated by the federal reserve office for the district in which the Subleased Premises are located. In lieu of recovering the amounts set forth subsection (iii), Sublandlord may require that Subtenant continue to pay (when due) the Rent that would have been due under this Sublease had this Sublease not been terminated; provided if Sublandlord is successful in reletting the Subleased Premises, any rent received by Sublandlord from such reletting that is allocable to periods falling within the Sublease Term shall be applied to reduce the amounts Subtenant owes Sublandlord, in such order as Sublandlord determines proper, including, without limitation, costs and expenses that Sublandlord incurs to effect compliance with Subtenant's obligations hereunder, costs Sublandlord incurs to recover possession of the Subleased Premises, reletting costs, damages, and rental deficiencies. If the rent received by Sublandlord from reletting the Subleased Premises that is allocable to periods falling within the Sublease Term exceeds the amounts Subtenant owes under this Sublease, Sublandlord shall be entitled to such excess and Subtenant shall not have any right thereto.

11. Right to Perform Obligations. In the event Subtenant fails to make any payment that it owes hereunder or Subtenant fails to perform any covenant or agreement to be performed hereunder by Subtenant, Sublandlord may make such payment or undertake to perform such covenant or agreement (but shall not have any obligation to do so), in which event Subtenant shall reimburse Sublandlord for all reasonable costs, expenses and attorneys' fees incurred by Sublandlord in connection therewith.

12. Utility Services.

(a) At Sublandlord's option, certain utilities serving the Subleased Premises may be separately metered or submetered, as Subtenant's expense. For all separately metered utilities, Subtenant shall be responsible for paying all costs and expenses related to such utilities directly to the utility provider. To the extent that any utilities are not separately metered, Subtenant shall pay to Sublandlord the Subtenant's Proportionate Share of such utility services. Notwithstanding the foregoing, Sublandlord and Subtenant acknowledge and agree that electricity will be separately metered or submetered and the cost to have such utilities separately metered or submetered will be paid by Subtenant. Sublandlord shall charge for Subtenant's actual electrical consumption monthly in arrears for the kilowatt hours used, at a rate per kilowatt hour equal to that rate charged to Sublandlord by the provider of electrical service to the Leased Premises during the same period of time.

(b) Sublandlord shall not be liable to Subtenant as a result of a disruption of any utility service to the Subleased Premises, unless the same is due to Sublandlord's negligence or willful misconduct. If any utility service to the Subleased Premises (including, without limitation, electricity, HVAC, water or sewer service) is disrupted for more than seventy two (72) hours as a result of the negligence or willful misconduct of Sublandlord and Subtenant discontinues its business operations in the Subleased Premises as a result thereof, then the rent payable by Subtenant under this Sublease (including, but not limited to, Section 4) shall abate in full during the period of such disruption. In addition, if the Master Lease Rent allocable to the Subleased Premises is abated or reduced as a result of any such disruption, then the Base Rent shall be abated or reduced by the amount of such abatement or reduction in the Master Lease Rent.

13. Fire, Casualty & Condemnation. If the Subleased Premises or the Common Areas are damaged by fire, casualty, condemnation or other cause and such damage cannot be or is not fully repaired within one hundred twenty (120) days after the occurrence thereof, then Subtenant may terminate this Sublease by giving written notice to Sublandlord. If there is an abatement in the Master Lease Rent allocable to the Subleased Premises as a result of such fire, casualty, condemnation or damage, then the Base Rent shall be abated or reduced by the amount of such abatement or reduction in the Master Lease Rent. Notwithstanding anything to the contrary contained herein, Subtenant shall not be liable for any damage to the Subleased Premises, the Building or the Building Common Areas to the extent such damage would be covered by a property insurance policy, written on an special form basis on the most current ISO form (or its equivalent), covering damage to the same in an amount equal to one hundred percent (100%) of the replacement cost thereof.

14. Subletting and Assignment. Subtenant shall not assign, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Sublease or any interest of Subtenant in this Sublease, by operation of law or otherwise, or permit the use of the Subleased Premises or any part thereof by any persons other than Subtenant and Subtenant's employees, or sublet the Subleased Premises or any part thereof. Sublandlord shall have the right to freely assign its rights as Sublandlord under this Sublease.

15. Waiver of Claims and Indemnity.

(a) Subtenant hereby releases and waives any and all claims against Sublandlord and its officers, directors, agents, employees, contractors or representatives for injury or damage to person, property or business sustained in or about the Subleased Premises, the Premises, the Common Areas or the Building, unless directly caused by the gross negligence or willful misconduct of Sublandlord. Subtenant hereby releases and waives any and all claims against Master Landlord and its officers, directors, agents, employees, contractors and representatives for injury or damage to person, property or business sustained in or about the Subleased Premises, the Premises, the Common Areas or the Building, unless directly caused by the gross negligence or willful misconduct of Master Landlord.

(b) Subtenant agrees to indemnify, defend and hold harmless Sublandlord, Master Landlord and their respective officers, directors, agents, employees, contractors and representatives (each an "Indemnified Party"), from and against any and all claims, demands, lawsuits, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) arising or resulting from (i) Subtenant's use of the Subleased Premises, the Premises, the Common Area or the Building, (ii) Subtenant's activities or operations in any portion of the Subleased Premises, the Premises, the Building or the Common Areas, (iii) any breach or default by Subtenant under this Sublease, (iv) any act, negligence or willful misconduct of Subtenant or its agents, employees, contractors, representatives, invitees or patients in or about the Subleased Premises, the Premises, the Building or the Common Areas, or (v) the storage, use, generation, release or discharge of any medical waste (solid or liquid) generated by Subtenant's operations at the Subleased Premises, including, but not limited to, (A) pathological waste, (B) blood, (C) sharps, and (D) wastes from medical procedures contaminated with blood, excretions, secretions or tissue (collectively, "Medical Waste"), or any other hazardous or toxic substances, materials, wastes, chemicals, pollutants and contaminants that are listed, defined or regulated under Applicable Laws pertaining to the environment ("Hazardous Substances"), on, under or about the Subleased Premises, the Premises, the Common Areas or the Building by Subtenant or any of its agents, employees, contractors, representatives, invitees or patients; provided Subtenant shall not be required to indemnify, defend or hold harmless any Indemnified Party from claims, demands, lawsuits, liabilities, losses, damages, costs and expenses caused directly by such Indemnified Party's negligence or willful misconduct.

16. Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, (i) Sublandlord and Subtenant each hereby waives all rights of recovery, claims and causes of action that it may have against the other (and such other party's officers, directors, agents, employees, contractors or representatives) for damages that are actually covered by its property insurance, and (ii) Subtenant hereby waives all rights of recovery, claims and causes of action that it may have against Master Landlord (and Master Landlord's officers, directors, agents, employees, contractors and representatives) for damages that are actually covered by its property insurance; provided the foregoing waiver shall not apply if it would have the effect of invalidating, but only to the extent of such effect, any insurance coverage of Sublandlord or Subtenant. If possible on commercially reasonable terms, Sublandlord and Subtenant shall cause the insurers issuing their property insurance to waive all of their subrogation rights against the other party, and each party shall supply the other with appropriate evidence confirming that such waiver is in effect.

17. Bankruptcy. In the event the Master Lease is rejected by Master Landlord in a proceeding under the United States Bankruptcy Code or similar statutes relating to insolvency, possession of the Subleased Premises by Subtenant shall be deemed to be possession of the Subleased Premises by Sublandlord. Subtenant may exercise Sublandlord's right to remain in possession of the Subleased Premises and the terms of such possession shall be governed by the Master Lease and this Sublease.

18. Subtenant's Quiet Enjoyment. Subject to the other terms of this Sublease, Sublandlord covenants that Subtenant's possession of the Subleased Premises shall not be dispossessed by Sublandlord or any party claiming by, through or under Sublandlord so long as Subtenant is not in default under this Sublease.

19. Brokerage Commissions. Each party hereby represents and warrants to the other that it has not dealt with any broker in connection with this Sublease and that it knows of no broker who is or might be entitled to a commission in connection with this Sublease. Each party agrees to indemnify, defend and hold harmless the other party from and against any claim for a commission, fee or other compensation made by a broker, finder or listing agent with whom it has dealt or allegedly dealt.

20. Notices.

(a) From and after the Effective Date, Sublandlord and Subtenant shall each immediately deliver to the other true, complete and exact copies of any notices, demands, communications, letters, invoices, bills, reconciliation statements, documents and other information received from, or given by or to Master Landlord, by either of them pertaining to a default under the Master Lease or in any way relating to or affecting the Master Lease or the Leased Premises. Sublandlord and Subtenant each immediately shall furnish the other with any and all information such party may request concerning performance by the other party of terms of the Master Lease that is in its possession or control.

(b) All notices, demand, consents, approvals and other communications (collectively, "Notices") that may be or are required to be given by either Sublandlord or Subtenant under this Sublease shall be properly made only if in writing and sent to the address of Sublandlord or Subtenant, as applicable, set forth below, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service:

Sublandlord:

Saint Thomas Health
ASCENSION
c/o Newmark Grubb Knight Frank Real Estate
14651 N. Dallas Parkway, Suite 910
Dallas, Texas 75254

with a copy to:

Saint Thomas Health
300 20th Avenue North, Suite G-6
Nashville, Tennessee 37203
Attn: Real Estate Service

with a copy to:

Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, Tennessee 37203
Attn: David A. Rutter

Subtenant:

Middle Tennessee Imaging, LLC
28 White Bridge Road, Suite 111
Nashville, Tennessee 37205
Attn: _____

Either party may change its address for receipt of notices by giving at least ten (10) days prior notice to the other party.

21. Regulatory Matters. Sublandlord and Subtenant have entered into this Sublease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with the Medicare/Medicaid Anti-Kickback statute (the "Anti-Kickback Law") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. Notwithstanding any unanticipated

effect of any of the provisions of this Sublease, neither party will intentionally conduct itself under the terms of this Sublease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. If any provision of this Sublease results in Sublandlord or Subtenant violating the Anti-Kickback Law or the Stark Law, then Sublandlord and Subtenant shall endeavor, in good faith, to negotiate an amendment to this Sublease that cures such violation; provided if the Sublandlord and Subtenant fail to cure such violation within thirty (30) days after commencing such negotiations, then either Sublandlord or Subtenant may terminate this Sublease by giving written notice to the other party.

22. Medical Waste & Hazardous Substances. Subtenant shall remove and dispose of all Medical Waste, in accordance with Applicable Laws, at Subtenant's cost. Subtenant may store, use, handle and generate Medical Waste and Hazardous Substances at the Subleased Premises to the extent reasonably required in connection with the uses permitted under Section 5 of this Sublease; provided Subtenant shall comply with Applicable Laws in connection therewith. Except to the extent expressly permitted under the preceding sentence, Subtenant shall not store, use, handle or generate any Hazardous Substances at the Subleased Premises. Upon the expiration or earlier termination of this Sublease, Subtenant shall remove all remaining Medical Waste and Hazardous Substances being kept at the Subleased Premises by Subtenant in accordance with Applicable Laws. Subtenant shall indemnify, defend and hold harmless Sublandlord from and against any and all claims, lawsuits, actions, liabilities, costs and expenses (including, but not limited to, remediation costs and reasonable attorney's fees) caused by Subtenant's storage, use, handling, generation or release of any Medical Waste or Hazardous Substances at the Subleased Premises during the Sublease Term, except to the extent the same are caused by the negligence or willful misconduct of Sublandlord or any of its agents, employees, contractors or representatives. The indemnification obligations under this section shall survive the expiration or earlier termination of this Sublease.

23. Right of Entry. Sublandlord shall have the right to enter the Subleased Premises to: (i) conduct inspections; (ii) perform maintenance, repairs and replacements that are its responsibility under this Sublease; (iii) show the Subleased Premises to prospective purchasers of the any portion of the Leased Premises and lenders; and (iv) show the Subleased Premises to prospective tenants during the last six (6) months of the Sublease Term; provided Sublandlord shall not materially interfere with Subtenant's use and enjoyment of the Subleased Premises. Except in cases of emergency, Sublandlord shall give Subtenant at least forty-eight (48) hours advanced notice before entering upon the Subleased Premises and Sublandlord shall use reasonable efforts to schedule such entry at a time that is reasonably acceptable to Subtenant.

24. Surrender. Upon the expiration or earlier termination of this Sublease: (i) Subtenant shall quit and surrender possession of the Subleased Premises to Sublandlord in broom clean condition, in the condition required by the Master Lease; and (ii) provide Sublandlord with the keys or combinations for all locks in the Subleased Premises. Subtenant shall promptly repair all damage to the Subleased Premises, Leased Premises and the Building resulting from the removal of Subtenant's furnishings, trade fixtures, and other personal property.

25. Miscellaneous. This Sublease embodies the entire agreement of Sublandlord and Subtenant related to the Leased Premises and the Subleased Premises, and there are no other agreements (written or oral) between Sublandlord and Subtenant related to the subject matter hereof. This Sublease may be amended or modified only by a written agreement signed by Sublandlord and Subtenant. This Sublease shall be governed by the laws of the State of Tennessee. If any provision in this Sublease is held by any court to be invalid, void or unenforceable, the remaining provisions of this Sublease shall continue in full force and effect. The waiver by Sublandlord or Subtenant of any breach of this Sublease shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. In no event shall Sublandlord or Subtenant be liable for any consequential, punitive or exemplary damages as a result of its default under this Sublease. If any action at law or in equity is necessary to enforce or interpret the terms of this Sublease, the prevailing party in such action


shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party therein. For purposes of this Sublease, time shall be considered of the essence. This Sublease may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument. This Sublease shall be binding upon and inure to the benefit of the Sublandlord, Subtenant and their respective successors and assigns. Sublandlord and Subtenant acknowledge and agree that all exhibits referenced in this Sublease are attached hereto and incorporated herein by reference. It is understood and agreed that nothing herein contained shall be considered as in any way constituting or creating a partnership or joint venture between Sublandlord and Subtenant. If any party to this Sublease is made up of more than one person or entity, (i) the defined term (e.g. Sublandlord or Subtenant) for such party shall mean and refer to each person or entity comprising the party, individually, and to all persons and entities comprising the party, collectively, and (ii) all persons and entities comprising the party shall be jointly and severally liable hereunder. **SUBLANDLORD AND SUBTENANT HEREBY EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY OF ANY CLAIM (I) ARISING UNDER THIS SUBLEASE, OR (II) CONNECTED WITH OR RELATED TO THE TRANSACTION CONTEMPLATED BY THIS SUBLEASE, WHETHER NOW EXISTING OR HEREAFTER ARISING. SUBLANDLORD OR SUBTENANT MAY FILE AN ORIGINAL OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE FOREGOING WAIVER.**

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into this Sublease on the date first above written.

SUBLANDLORD:

SAINT THOMAS HEALTH

By: 
Name: LISA DAVIS
Title: CFO

SUBTENANT:

MIDDLE TENNESSEE IMAGING, LLC


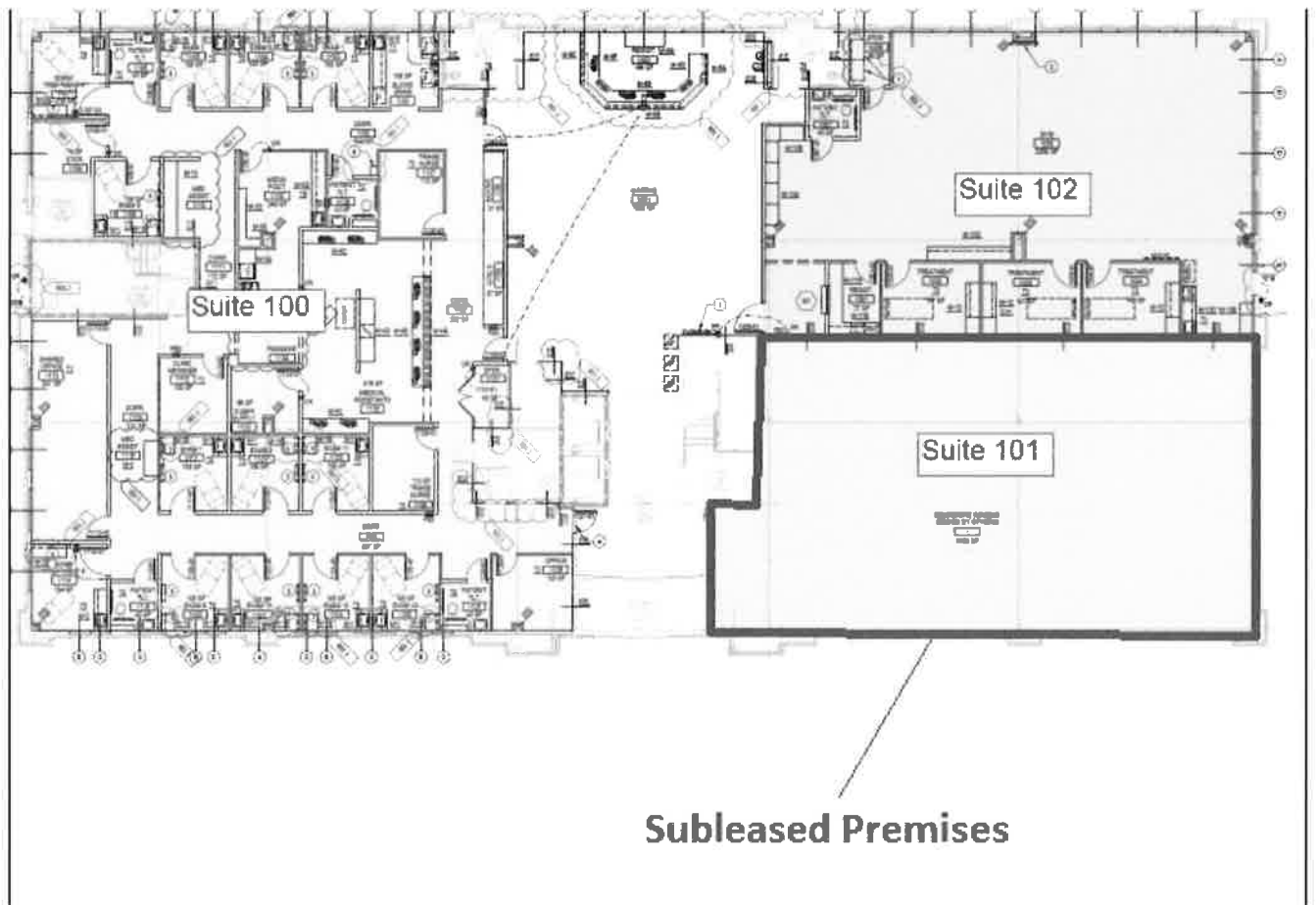
By: 
Name: CHAD CALENDINE, M.D.
Title: PRESIDENT

EXHIBIT A

SUBLEASED PREMISES

Attached hereto.



MTI New Salem CON Application

Lease:	Years	9
	Months	7
	Gross Bldg. Sq. Ft.	31,598
	Common Area Sq. Ft.	3,123
	Total Useable Sq. Ft.	28,475
	Common Area Factor	1.1097
	Useable Sq. Ft. - Premier	3,272
	Rentable Sq. Ft. - Premier	3,631
	Annual Increase	2.50%
	Base Rate	\$ 23.32
	Operating Exp.	\$ 5.50
		Base Rate
Year 1 Cost	\$ 104,641.30	\$ 23.32
Year 2 Cost	\$ 106,758.09	\$ 23.90
Year 3 Cost	\$ 108,927.80	\$ 24.50
Year 4 Cost	\$ 111,151.75	\$ 25.11
Year 5 Cost	\$ 113,431.30	\$ 25.74
Year 6 Cost	\$ 115,767.84	\$ 26.38
Year 7 Cost	\$ 118,162.80	\$ 27.04
Year 8 Cost	\$ 120,617.62	\$ 27.72
Year 9 Cost	\$ 123,133.82	\$ 28.41
Year 10 Cost (7 Months)	\$ 73,332.54	\$ 29.12
	\$ 1,095,924.88	
	Total MRI & CT Sq. Ft.	726
	MRI & CT %	22.2%
	Amt. of Lease to Allocate	\$ 243,166.71

Tab 6

Attachment A, 13

MCO/BHO Participation

Saint Thomas Health Imaging – Managed Care Contracts

- Aetna
- Americhoice TennCare
- Amerigroup TennCare
- Beech Street
- Bluegrass Family Health Plan
- Blue Cross Blue Shield – TN – Ntwk P & S
- BlueCare/TennCare Select
- Bridgestone Firestone – WC arrangement
- Center Care Network
- Cigna HMO, POS, & PPO / Med Solutions
- Corvel
- Coventry / First Health
- Health Payors Organizations (HPO)
- HealthSpring HMO / Medicare Advantage
- Humana – Military – Tricare Prime
- Humana – all products
- Nissan – Work Comp arrangement
- Orchid Medical – Work Comp
- Prime Health
- Multiplan / Private Healthcare Systems
- Novanet – all products
- Signature Health Alliance – access through Bluegrass
- United Healthcare – all products
- USA Managed Care
- Windsor Health Plan of TN – MEDICARE EXTRA

Attachment B

**Equipment Vendor Quotes
Plot Plan
Maps of Service Area Access
Schematics**

Tab 7

Attachment A, 13

Equipment Vendor Quotes

SALES AGREEMENT

Seller: Ed Sloan & Associates, Inc.
101 Old Stone Bridge Rd
Goodlettsville, TN 37072
Ph: 615-448-6095
Fax: 615-448-6099

Buyer: Middle Tennessee Imaging, LLC.
Attn: Michael Moreland
28 White Bridge Pike, Suite 111
Nashville, TN 37205
Ph: 615-356-5514
Fax: 615-301-0191

1. **PURCHASE AND SALE:** Seller agrees to sell and Buyer agrees to purchase from Seller the equipment listed on Exhibit "A", attached hereto and made a part hereof (the "Equipment") in accordance with the terms and conditions specified in this Sales Agreement dated as of January 5, 2017.

Delivery Date: To Be Determined. In the event that Seller has not received a counterpart of this Agreement executed by Buyer, together with the complete Purchase Price specified in paragraph 2 (i), Seller may unilaterally postpone the transfer of title until receipt, except as outlined in section 9.

Delivery Location: Murfreesboro, Tennessee.

2. **PURCHASE PRICE:** The Purchase Price of the Equipment is \$445,500.00, which includes Equipment, Helium addition, Shipping, De-Installation (from its current location), and Installation (at the new location referenced above).

All payments to be made via wire transfer per instructions in Exhibit B

3. **SITE PREPARATION / DRAWINGS / TRAINING:**

- (i) **SITE PREPARATION:** Buyer will be solely responsible for Equipment site preparation and related costs, including without limitation, all necessary plumbing, carpentry, electric power, building alterations and architectural plans and drawings. Buyer will insure that the Equipment site meets any Equipment specifications and that reasonable access thereto is available at the time of Equipment delivery and installation. Buyer, at its expense, will obtain all necessary planning consents, consents of landlords or adjoining owners and all other required licenses and permits whatsoever.
- (ii) **DRAWINGS AND SPECIFICATIONS:** Any drawings and/or specifications provided by Seller for the Equipment site preparation are solely for the purpose of illustrating Equipment location and stating minimum specifications for Equipment installation. THE DRAWINGS AND/OR SPECIFICATIONS ARE NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSES.
- (iii) **EQUIPMENT TRAINING:** Upon completion of installation, Seller's contracted personnel will be available to demonstrate the clinical application of the Equipment to Buyer's Equipment technicians and/or technologists. For purposes of this provision, clinical application means the mechanical operation of the Equipment. Upon request, Seller's personnel will be available during initial clinical use of the Equipment solely to answer the technologists' questions regarding the mechanical operation of the Equipment. BUYER ACKNOWLEDGES THAT SELLER'S PERSONNEL WILL NOT PROVIDE ANY INFORMATION WHATSOEVER REGARDING CLINICAL PROCEDURE.

4. **WARRANTY**

Equipment is warranted against any defects for the first 30 days from its availability for use. This warranty will cover parts and labor from 8:00 AM to 6:00 PM, Monday through Friday. Service outside of this time will be billed at Overtime rates.

SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE SUITABILITY OF THE EQUIPMENT'S SITE PREPARATION, INSTALLATION, DEMONSTRATION; THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; OR ITS COMPLIANCE WITH ANY LAW OR GOVERNMENTAL REGULATION.

5. **TITLE:** Title to the Equipment will be free and clear of all liens, claims and encumbrances of any kind and will pass to Buyer upon delivery and payment of the full Purchase Price.
6. **TAXES:** Buyer will be responsible for and will pay all applicable taxes, fees, levies, imposts, duties, withholding or other charges (including any related interest and penalties), if any, imposed by taxing authorities by reason of the sale and delivery of the Equipment.
7. **GOVERNING LAW:** Tennessee
8. **RISK OF LOSS:** Seller will be responsible for damage to or loss of the Equipment until the earlier of the Delivery Date or actual delivery of the equipment, at which point all risk of loss or damage to the Equipment shall pass to Buyer.
9. **SELLER'S REMEDIES:**
- **OPTION TO TERMINATE:** In the event Buyer refuses or is unable to accept delivery of the Equipment then Seller, at its option, may (a) terminate this Agreement on five (5) days prior written notice to Buyer, take immediate possession of the Equipment as liquidated damages and not as a penalty; or (b) place the Equipment in storage for Buyer's benefit, in which event: (i) Seller reserves the right to charge Buyer a storage fee of \$75 per day, or part thereof, that the Equipment is stored; (ii) Buyer shall be responsible for all costs associated with maintaining the operational integrity of the Equipment (e.g., cryogenics, special power requirements, etc.) while the Equipment is being stored; and (iii) Buyer shall bear all risk of damage or loss to the Equipment. Seller's exercise of its rights under subparagraph (b) shall not preclude or prevent Seller from subsequently electing to exercise its rights under subparagraph (a) at any time. In addition to the foregoing Seller may exercise any other right or remedy available to Seller at law or in equity.
 - **FINANCE CHARGE:** In the event Buyer fails to pay for equipment when due hereunder Seller may, in addition to exercising any other remedies available to it hereunder or under applicable law, charge Buyer interest on such unpaid amount at an annual rate equal to the lower of eighteen percent (18%) or the maximum amount permitted under applicable Tennessee law. Additionally, the seller may, at their election, file a security interest in the equipment to perfect all obligations set forth in this agreement.
 - **EXPIRATION DATE:** In the event Buyer fails to execute or perform under the terms of this agreement by April 30, 2017, Seller has the option to terminate or modify its offer within this agreement.
10. **LIMITATIONS ON LIABILITY:** Notwithstanding any other provision of this Agreement to the contrary, neither party will be liable for any failure or delay in delivery or accepting delivery of the Equipment due to a cause beyond such party's reasonable control, provided that such party notifies the other, as soon as practicable under the circumstances, of the exact nature of the cause of such failure or delay, the actions being taken to remedy such cause, and the date on which such remedy is expected to be completed. Buyer's inability to pay the Purchase Price as and when due shall not be deemed to be beyond Buyer's "reasonable control" as used herein. Neither party will be liable for special, consequential or incidental damages even if that party has been informed that such damages are possible.
11. **LICENSED PRODUCTS:** Seller does not convey any title to any software or other licensed products ("Products") that may be attached to the Equipment delivered to Buyer, and the Products will at all times remain the property of the owner. Prior to the legal use of any Products, Buyer will be responsible to obtain or cause to be obtained a license to use the Products from the owner. Buyer agrees to treat the Products as confidential information of the owner, to observe all copyright restrictions, and not to reproduce or sell the Products.
12. **USE AND OPERATION:** Buyer warrants that the Equipment will be used, operated and otherwise be in compliance with (a) any established operating procedures of the manufacturer, and (b) all applicable statutes, regulations and orders of any governmental body having the power to regulate the Equipment or its use. Buyer further warrants that the Equipment will be operated only by qualified personnel. Buyer shall indemnify and hold Seller harmless from any claim of any other party relating to Buyer's use and operation of the Equipment.
13. **ENTIRE AGREEMENT:** This Sales Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements which are not expressly referred to and incorporated herein. If Buyer has sent Seller a

purchase order for the Equipment, Buyer acknowledges and agrees that in the event of any conflict between any term of this Agreement and such purchase order, the terms of this Agreement shall govern.

14. MISCELLANEOUS:

- (i) Each party represents to the other that no broker has been engaged by such party in connection with the purchase and sale of the Equipment, and agrees to indemnify and hold the other party harmless against any claim made by any third party for any fee or commission in connection with its representation of such party.
- (ii) The Equipment being supplied may contain parts and components that are different from those originally provided with the Equipment by the manufacturer and that have been obtained from different sources. This Agreement identifies the manufacturers of the major components of the Equipment.
- (iii) This Agreement may be executed in counterparts, each of which will be deemed to be an original and of equal force and effect, and all of which together shall constitute a single document. Any notice required or permitted to be given hereunder shall be sent to the recipient at the address set forth above, and shall be deemed to have been properly delivered: (a) on the date when delivered, if by hand; (b) on the date sent by facsimile transmission, if evidenced by a confirmation generated by the facsimile transmitter that such notice was transmitted; or (c) on the day after delivery to a nationally recognized courier service for overnight delivery to the recipient. A facsimile transmission of an executed original of this Agreement shall constitute a duly delivered and legally binding document.
- (iv) This Agreement may be terminated by the Buyer through April 30, 2017, if Buyer is not granted approval by the state to initiate fixed site MRI services in Murfreesboro, TN, by providing written notice to the Seller within 5 business days of its state hearing.

Buyer: Middle Tennessee Imaging, LLC.

By: Michael K. Moulton

Title: Manager

Date: 1/5/17

Seller: Ed Sloan & Associates, Inc.

By: Edward A. Sloan Jr

Title: Pres/CEO

Date: 1/5/2017

Equipment Configurations

JAN 13 '17 PM 2:35

1 ea GE 1.5T MRI HDxt – Unit Price as Configured: \$445,500.00

CXK4 Short Bore Magnet
Software/Options: Version 15.0
ACGD Gradient Amp
8103 RF Amp
HP Computer
Docking Table

Software:

Tricks, Propeller, Asset
SE, FSE, FRFSE (2D and 3D), SSFSE
FLAIR (T1 and T2)
FIESTA, DOUBLE IR, TRIPLE IR
2D GRE, FGRE, SPGR, FSPGR
3D GRE, SPECIAL
DUAL ECHO GRE
SMARTPREP, FLUORO TRIGGERING
COSMIC, LAVA, DWI

Colls to Include:

8 Channel Torso Array, 8 Channel Knee, 8 Channel Wrist, 8 Channel Shoulder,
8 Channel NV Array, 8 Channel CTL Spine

Exhibit B

Wire Transfer Instructions

Regions Bank
112 Long Hollow Pike
Goodlettsville TN 37072

ABA # 062005690

Acct # 92985602

Ed Sloan & Associates
101 Old Stone Bridge Rd
Goodlettsville, TN. 37072



GE Healthcare

Date: 11-07-2016
Quote #: PR12-C83139
Version #: 1

Premier Radiology
28 White Bridge Rd Ste 111
Nashville TN 37205-1466

Attn: Michael Moreland
28 White Bridge Rd Ste 111 Nashville
TN 37205-1466

Customer Number : 1-25NM89
Quotation Expiration Date: 12-31-2016

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

1) This Quotation that identifies the Product offerings purchased or licensed by Customer;

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation.

No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties.

Governing Agreement:	MedAssets Group Buy
Terms of Delivery:	FOB Destination
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	NET 30
Total Quote Net Selling Price:	\$205,000.00

Blackman / New
Salem
will need CON
before we can
install

INDICATE FORM OF PAYMENT:

If "GE HFS Loan" or "GE HFS Lease" is NOT selected at the time of signature, then you may NOT elect to seek financing with GE Healthcare Financial Services (GE HFS) to fund this arrangement after shipment.

☐ Cash/Third Party Loan

☒ GE HFS Lease

☐ GE HFS Loan

☐ Third Party Lease (please identify financing company) _____

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

Each party has caused this agreement to be executed by its duly authorized representative as of the date set forth below.

CUSTOMER

Authorized Customer Signature Date
Michael R. Moreland Manager
Print Name Print Title

GE HEALTHCARE
Gary Young

11-07-2016

Signature

Date

Vaso Healthcare - Authorized Manufacturer Rep

Email: GaryYoung@ge.com
Office: +1 615 202 6373
Mobile: 615-202-6373

Purchase Order Number (if applicable)



GE Healthcare

Date: 11-07-2016
Quote #: PR12-C83139
Version #: 1

Total Quote Selling Price	\$205,000.00
Trade-In and Other Credits	\$0.00
Total Quote Net Selling Price	\$205,000.00

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:

Gary Young

Office: +1 615 202 6373

Mobile: 615-202-6373

Email: GaryYoung@ge.com

Payment Instructions

Please **Remit** Payment for invoices associated with this quotation to:

GE Healthcare

P.O. Box 96483

Chicago, IL 60693

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate, your form of payment.
- If you include the purchase order, please make sure it references the following information
 - The correct Quote number and version number above
 - The correct Remit To information as indicated in **"Payment Instructions"** above
 - The correct SHIP TO site name and address
 - The correct BILL TO site name and address
 - The correct Total Quote Net Selling Price as indicated above

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.
Signature page on quote filled out with signature and P.O. number.

*****OR*****

Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation # _____; (ii) Per the terms of GPO# _____; (iii) Per the terms of MPA # _____; or (iv) Per the terms of SAA # _____. Include the applicable quote/agreement number with the reference on the purchase order.

In addition, source of funds (choice of: Cash/Third Party Loan or GE HFS Lease or GE HFS Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."



GE Healthcare

Date: 11-07-2016
Quote #: PR12-C83139
Version #: 1

Item No.	Qty	Catalog No.	Description
	1		Optima - CT540
1	1	S7540TE	OPTIMA CT540
2	1	B7590EN	English Keyboard Kit
3	1	B75372CB	Standard Cable set
4	1	B78552CA	Optima CT Desk
5	1	B77322CA	Chair
6	1	B7900LC	Low Dose CT Lung Screening Option with Indication For Use
7	1	B77292CA	CT Service Cabinet
8	1	E8016AZ	CT Table Slicker with Cushion - 1700 Systems (2-pc Set)
9	1	R24013AC	SVC PACK A3 WARRANTY

Quote Summary:

Total Quote Net Selling Price **\$205,000.00**

(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable.)

Options

(These items are not included in the total quotation amount)

Item No.	Qty	Catalog No.	Description	Ext Sell Price
10	1	W0002CT	2 Days CT TiP Onsite Training	\$4,600.00 X_____



GE Healthcare

Date: 11-07-2016
Quote #: PR12-C83139
Version #: 1

Item No.	Qty	Catalog No.	Description	Ext Sell Price
----------	-----	-------------	-------------	----------------

(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable.)

Tab 8

Attachment B

Plot Plan and Photos

Property Address: 2723 NEW SALEM HWY
 Jurisdiction: 515 - Murfreesboro
 Parcel #: 114 02122
 Subdivision: NEW SALEM STRATEGIC INVESTMENTS - NEW SALEM STRATEGIC INVESTMENTS
 Lot #: 1
 Dimensions: NODATA
 Land Flag: NODATA
 Acres: 3.04000
 Class: RESI - Residential
 Land Mkt Value: \$930,500
 Improvement Value: \$2,712,300
 Total Market Appraisal: \$3,732,300
 Assessment %: NODATA
 Assessment: \$933,075
 Greenbelt Value: NODATA

Building Information

BuildingSequence	EXTWALL	INTWALL	ROOFSTRUCT	ROOFCOVER	YearBuilt	FLOORCOVER	QUALITY
1							
1	Frame Brick Veneer	Drywall	Flat		2016	Allowance	Good
1	Frame Brick Veneer	Drywall	Steel Frame		2016	Allowance	Good

BuildingSequence	Plumbing Fixtures	SQFT
1	32	31244.00

Sale Information

SaleDate	SalePrice	Book	Page	GrantorName	GranteeName
10/29/2015	1192851.00	1421	1937	NEW SALEM STRATEGIC INVESTMENTS LP	
8/25/2016	12395845.00	1497	3768	MURFREESBORO 99 PARTNERS G.P.	
10/29/2015	1192851.00	1421	1937	NEW SALEM STRATEGIC INVESTMENTS LP	
8/25/2016	12395845.00	1497	3768	MURFREESBORO 99 PARTNERS G.P.	

Non-Sale Document Information

SaleDate	SalePrice	Book	Page	GrantorName	GranteeName
9/6/2008		869	3012	NEW SALEM STRATEGIC INVESTMENTS LP	
9/6/2008		869	3012	NEW SALEM STRATEGIC INVESTMENTS LP	





Tab 9

Attachment B, III.(B).1

Service Area Access

New Salem Highway widening to start 2018

Scott Broden , sbroden@dnj.com

6:23 a.m. CDT April 2, 2016



(Photo: John A. Gills/DNJ)

MURFREESBORO — The widening project of New Salem Highway from Old Fort Parkway to Cason Lane will start in 2018, the state announced Thursday.

The New Salem Highway plan is included on the \$2 billion list of 79 projects for 42 counties and 15 statewide infrastructure upgrades recommended to take place through 2019, according to a news release about the three-year Tennessee Department of Transportation schedule announced by Gov. Bill Haslam and Transportation Commissioner John Schroer.

The list also mentions a two-tenths of a mile widening of Franklin Road, which is part of state Route 96, to begin in 2017 from Veterans Parkway to east of Overall Creek.

Murfreesboro City Councilman Ron Washington wishes the list also included the widening of Thompson Lane, which is part of state Route 268, from Broad Street to Memorial Boulevard in an area that includes three Siegel schools.

"Any transportation road funding you have to be pleased with," Washington said. "However, that schedule does not meet my expectation because Thompson Lane in my opinion is a major priority. Thompson Lane is something that must be done."

Washington said the road funding should have covered even more of the widening of New Salem Highway, which is a part of state Route 99, to Veterans Parkway on the far southwest side of the city.

"Any funding you get nowadays is a blessing, so you have to be pleased, but Thompson Lane and New Salem Highway from Old Fort Parkway to Veterans Parkway are two highly congested roads that need construction," Washington said.

Ketron supports 2017 gas tax hike; others not so much

(<http://www.dnj.com/story/news/local/2015/12/16/ketron-supports-2017-gas-tax-hike-others-not-so-much/77416782/>)

Republican state Sen. Jim Tracy of Shelbyville agreed that the Thompson Lane project is needed and would have liked to have seen the list of funded projects also include the widening of West Jefferson Pike, which is part of state Route 266, from Nissan Drive in Smyrna to state Route 840.

"Jefferson Pike widening is at the top of the list I'm going to work on," said Tracy, who serves as the chairman of the Senate Transportation and Safety Committee.



(Photo: HELEN COMER/DNJ)

Tracy said he's pleased about the funding plans for New Salem Highway. He also wishes the list mentioned a proposed Interstate 24 interchange on Rocky Fork Road in Smyrna and the improvement of an existing interchange at Epps Mill Road on the southeast side of Rutherford County.

"With the growth going on in Rutherford County, we've got numerous projects out there," Tracy said. "I was happy they got what they got. I'd always like more."

The senator said he's asked TDOT to conduct a new study of needed road projects and the revenues required to cover them before examining possible ways to increase revenues.

The existing state gas tax of 21.4 cents per gallon hasn't increased since around 1989, and road revenues have been unable to keep up with construction costs, said Tracy, who also wants the state to repay \$260 million to the road fund that was used to balance budgets.

Smyrna Town Council wants road taxes 'enhanced'

(<http://www.dnj.com/story/news/2016/02/15/council-wants-road-taxes-enhanced/80313162/>)

A mile of road in 2006 cost about \$35,000 to build, and that's climbed to about \$100,000 today, Tracy said.

The average motorist drives about 15,000 miles per year and pays \$160 in gas taxes, said Tracy, noting his monthly cell phone bill is more than that.

Councilman Washington said the federal gas tax of 18.4 cents is also overdue being raised by lawmakers.

"They need to get that gas tax around 30 cents on the federal level," said Washington, who'd also like to see the local annual wheel tax raised by \$3 per vehicle to go toward road projects. "The transportation funding is still an issue with no movement in sight with long-term funding. That's the issue that Congress failed to address. Somewhere immediately down the road, Congress must address long-term transportation funding for the whole country, and not just for Rutherford County."

Contact Scott Broden at 615-278-5158. Follow him on Twitter @ScottBroden.

Read or Share this story: <http://on.dnj.com/1N2nACA>

Murfreesboro council to discuss road funds

Scott Broden , sbroden@dnj.com

8:04 a.m. CDT October 11, 2016



(Photo: Submitted)

MURFREESBORO — The City Council will discuss 2017 Tennessee General Assembly priorities such as road funding this week.

"It's imperative that we get that Highway 99 widened," Mayor Shane McFarland said.

The special-called meeting will be at 5 p.m. Thursday, Oct. 13 in Room 218 on the second floor of City Hall, 111 W. Vine St.

The seven-member council hopes tax dollars from the General Assembly will pay for improvements to federal and state roads that pass through a fast-growing Murfreesboro that reached a U.S. Census estimated population of 126,118 on July 1, 2015.

State Highway 99, for example, includes a New Salem Highway area that leads southwest of the city to where the Rutherford County Board of Education plans to open a Rockvale High School by 2019 to relieve

overcrowding at other campuses.

Mayor McFarland also mentioned funding to improve Thompson Lane between Broad Street and Memorial Boulevard on the northwest side of Murfreesboro and Bradyville Pike, a road that's also part of state Highway 99 on the southeast side of Murfreesboro.

"As many people in the area know, one of the biggest challenges is transportation moving forward," McFarland said.

City Councilman Eddie Smotherman agreed that funding is important for the federal and state roads that pass through Murfreesboro.

"That's where we're having our main traffic jams, in our thoroughfares," Smotherman said. "We continuously look for funding and for our budget to make ends meet."

In addition to road funding, the council will talk about annexation laws in recent years that made conditions harder for property owners to make annexation requests for their land that's not contiguous to the city boundary because neighbors that are contiguous reject annexation.

Although people make negative arguments about forced annexation, law makers should look at the property rights of individuals "if they do want to be annexed," Mayor McFarland said.

Another legislative issue is what's going on with education, the mayor and Councilman Smotherman said.



Buy Photo 

Eddie Smotherman (Photo: DNJ file)

"We need to make sure we have emphasis on education as we continue to improve our schools," Smotherman said.

Education in Murfreesboro includes the city's pre-kindergarten through sixth-grade district, Rutherford County Schools that serve prekindergarten through 12th grade, and Middle Tennessee State University.

The council will be meeting with lobbyist Russ Farrar of the Nashville lobbying firm Farrar & Bates. The elected council at the recommendation of City Manager Rob Lyons hired the firm in February 2016 to advise the Council on numerous intergovernmental issues and legislation that impact local governments, including Murfreesboro, financially, operationally, and strategically, states a news release from the city.

The firm also assists the city with advise on other tax and transportation-related issues.

Contact Scott Broden at 615-260-0523. Follow him on Twitter @ScottBroden.



(Photo: DNJ staff)

Public comment, other City Council meetings

Residents will get the chance to speak to the Murfreesboro City Council between two other scheduled meetings. The meeting involving public comment will last up to 30 minutes and begin at 6:30 p.m. Thursday in Council Chambers on the first floor of City Hall, 111 W. Vine St. Those interested can call the city administration in advance at 615-849-2629 to request a speaking time.

In addition to the public comment meeting, the council will meet at 5 p.m. Thursday to discuss legislative priorities in Room 218 on the second floor of City Hall. The regular weekly meeting is scheduled to begin at 7 p.m. in Council Chambers.

City Hall is by Linebaugh Library, and both are a part of Civic Plaza. Free parking is available under the plaza in a two-story garage with access from Vine, Church and Broad streets.

Read or Share this story: <http://on.dnj.com/2enEuFb>

Smyrna seeks I-24 interchange at Rocky Fork Road

Scott Broden , sbroden@dnj.com

7:01 a.m. CDT October 31, 2016



(Photo: Scott Broden /DNJ)

SMYRNA — Town officials hope upgrades to Sam Ridley Parkway and other roads will lead to the long coveted third Interstate 24 interchange at Rocky Fork Road.

"We have about eight to 10 projects just over \$13 million in the pipeline as far as road improvements going on," said Tim Morrell, who is one of the seven elected members of a Smyrna Town Council that seeks I-24 access beyond the parkway and Almadale Road. "Our large focus is getting the interchange at Rocky Fork. In order to do that, we have to follow the TDOT (Tennessee Department of Transportation) mandate to improve Sam Ridley Parkway."

Smyrna officials see road improvements that include better timed traffic lights as a way to attract more jobs, retail and shopping opportunities while maintaining the quality of life for a fast-growing town that has reached an estimated population of about 47,521 after a U.S. Census count of 39,974 in 2010.

The council is pursuing a \$6.5 million extension of Enon Springs Road from Old Nashville Highway to Rocky Fork Road near the proposed I-24 interchange and where the Rutherford County Board of Education plans to open a middle school by August 2017 and an elementary school by August 2018, said Tom Rose, the public works director for the Smyrna government.

"It will be a gateway entrance," said Rose, who expects the Enon Springs extension to be done by summer 2018 and attract commercial and residential development. "We are pushing this project as quickly as we can. There's a lot of growth that's happening before that road is going to be done."

Other projects include the widening of StoneCrest Boulevard at the Sam Ridley Parkway intersection, Florence Road between Enon Springs and Rebel roads, and the Weakley Lane intersection at Swan Drive.

Sam Ridley Parkway should move faster once the access road for StoneCrest Medical Center near I-24 is widened, Rose said.

"Right now there's a lot of backup," Rose said.

Stonecrest Boulevard will go from three lanes to five lanes: two will be for left-hand turns; two will be to go straight across Sam Ridley; and one will be for right-hand turns. TDOT is funding 80 percent of the \$400,000 intersection project while the town is covering the other 20 percent with impact fees.

The council also is building an Intelligent Transportation System that allows government staff to improve traffic-light timing at 48 of the town's 49 intersections through monitoring cameras for non law-enforcement purposes.

"No red light cameras," quipped Rose, who expects the system to be complete by November 2018. "We have some great projects for the growth."

The town will be spending \$180,000 while TDOT provides \$720,000 to add fiber optic lines that connect with existing ones, Rose said.

"We have some really great projects for growth," Rose said.

Contact Scott Broden at 615-278-5158. Follow him on Twitter @ScottBroden.

Smyrna road projects

Florence Road

Project: Widening from two lanes to three between Enon Springs and Rebel roads

Completion date: August

Cost: \$4.2 million

Funding source: Impact fees for development and \$350,000 from two industrial companies

JAN 13 '17 PM 2:35

StoneCrest Boulevard at Sam Ridley Parkway

Project: Widening from three lanes to five

Completion date: July

Cost: \$400,000

Funding source: 80% TDOT; 20% impact fees

Enon Springs Road

Project: Extension of Enon Springs from Old Nashville Highway to Rocky Fork Road

Construction start date: Summer 2017

Completion date: Summer 2018

Cost: \$6.5 million

Expected funding source: bond

Intelligent Transportation System

Project: Adding fiber optic lines and connecting to existing ones for government staff to monitor and improve traffic light timing through cameras at 48 of town's 49 traffic signals

Completion date: November 2018

Cost: \$900,000

Funding source: 80% TDOT; 20% town government

Weakley Lane and Swan Drive

Project: adding four left-hand turn lanes

Start date: June 2017

Completion date: October 2017

Cost: \$950,000

Funding source: 80% TDOT; 20% town impact fees

Source: Smyrna Public Works Director Tom Rose

Sam Ridley, Almadale jams annoy town

Scott Broden , sbroden@dnj.com

9:30 a.m. CDT September 1, 2016



(Photo: Nancy Broden/DNJ)

SMYRNA — Traffic jams on Sam Ridley Parkway and Almadale Road continue to be a concern for the Town Council.

"It's frustrating," Smyrna Mayor Mary Esther said during a Tuesday workshop with the other six elected officials on the Town Council.

Town Manager Harry Gill Jr. told the council members that he will be giving them a presentation during next month's workshop scheduled at 5 p.m. Sept. 29 about addressing the traffic in particular on both of these

Smyrna roads that have Interstate 24 interchanges.

"Hopefully, we'll see some improvements on Sam Ridley and Almadale Road," said Gill, adding that other road projects will be discussed during the presentation.

Mayor Reed said it's important for the town to do everything it can to improve Sam Ridley Parkway and Almadale Road while continuing to ask state and federal officials to approve a third I-24 interchange at Rocky Fork Road.

"It's a long, drawn-out process," said Reed, who serves with other mayors in Middle Tennessee as a member of a Metropolitan Planning Organization that makes decisions on spending federal transportation funding. "Everybody wants a piece of that pie."

The third interchange would be near where the Rutherford County Board of Education is building a middle school and elementary school, and tie in with the town's plans to extend Enon Springs Road to this area from Old Nashville Highway.

While waiting for the long sought interchange, traffic jams remain a concern on Sam Ridley Parkway and Almadale Road, the mayor said.

"It's frustrating," Reed said.

In addition to improving roads, Councilman H.G. Cole said the town and the Middle Tennessee region need to expand bike lanes and mass transportation options, such as light rail, buses and subways, to provide people with other ways to travel and compete with what's going on in cities such as Seattle and Portland.

Nashville will no longer continue to be the "It city," unless more is done to promote mass transportation and bike lanes "because we're choking ourselves with growth," said Cole, adding that too many builders and developers oppose these transportation options.

"That closed mindedness is deliberating to our growth," Cole said.

Mayor Reed agreed and said transportation has to go beyond just getting people from Smyrna to downtown Nashville.

Another issue of concern is drivers speeding through subdivisions and ignoring stop signs, said Gill, adding that the town plans to impose hefty fines on those caught "flying through" neighborhood streets to make conditions dangerous where children ride bikes and play.

Contact Scott Broden at 615-278-5158. Follow him on Twitter [@ScottBroden \(http://twitter.com/ScottBroden\)](http://twitter.com/ScottBroden).

Read or Share this story: <http://on.dnj.com/2bTnT71>

Smyrna Candidates: Traffic, growth top concerns

Michelle Willard , mwillard@dnj.com 9:13 a.m. CDT October 21, 2016



(Photo: HELEN COMER/DNJ)

Elections for Eagleville, La Vergne and Smyrna will be held along with state and federal elections on Nov. 8 and candidates across the county are vying for seats on their local municipal councils.

In Smyrna, seven candidates — Bradley Austin, Dennis Johnson, Tim Morrell, Robert "Bob" New, Racquel Peebles, Steve Sullivan and Michelle Mastin Wesnofske — are running for three open, at-large seats on the Town Council.

The candidates were asked the same questions and given an opportunity to share their thoughts with the voters. Here are their answers:

Name: Bradley Austin

Experience: I have worked for Discount Auto Sales in Murfreesboro for two years now. I started as a sales representative and now I am an assistant manager in training. I want to work for the people of Smyrna. I got involved with my community by helping state Rep. Mike Sparks, R-Smyrna, since I was 19. He has been a great influence in my life.

What is the biggest issue facing Smyrna? What is my solution?

Our budget is out of control. We spend more money on our parks than we do on our police and fire departments. We need a new budget and responsible people to use our tax dollars.

Name: Dennis Johnson



Dennis Johnson (Photo: Submitted)

Experience: Throughout my life in Smyrna I have been an active citizen, teacher, small business owner, coach and volunteer. I was awarded the lifetime service award in 2015, the same award my father won in 1999. I have served on our Parks Advisory Board for the past two years.

What is the biggest issue facing Smyrna? What is my solution?

One of our biggest issues is making sure our roads can handle the amount of traffic we are facing due to the amount of growth in our town.

I feel the solution requires us to work together with TDOT on road projects that will help alleviate traffic on state roads such as Sam Ridley Parkway, Jefferson Pike, Almadale Road interchange and trying to obtain a third interchange on Rocky Fork Road. I also believe it's important to continue and complete current projects such as Florence Road, Rocky Fork Road to the new school and Enon Springs Road tying into Rocky Fork Road.

Name: Tim Morrell



Tim Morrell (Photo: Submitted)

Experience: Current councilman for the Smyrna Town Council; Smyrna Planning Commission; Rutherford County Economic Development Board, Town Representative; Lowry Street Revitalization Committee Member; Board of Trustees; Rotary Club of Smyrna; United Way Board for Rutherford & Cannon Counties, former Board of Directors; North Rutherford YMCA, former Board of Directors

What is the biggest issue facing Smyrna? What is your solution?

Smyrna is the 14th largest city in Tennessee with the third lowest tax rate. Additionally, we have one of the lowest unemployment rates in Tennessee. Due to these factors and our continual focus on quality of life, we are experiencing explosive growth that is putting a strain on our infrastructure such as waste water capacities and on our roadways.

For infrastructure solutions, we are currently in a \$25 million waste-water expansion that will increase our capacities to meet the demands of our growing population.

As far as roadways, first and foremost, the Town Council continues to seek approval at the state and federal level to obtain an interchange at Rocky Fork Road and I-24.

Even more importantly, we are continuing to work with TDOT (Tennessee Department of Transportation) on improving traffic flow on Sam Ridley Parkway and Almadale Road/Lee Victory Parkway.

Name: Bob New



Bob New (Photo: Submitted)

Experience: I've been a registered nurse for 40 years and retired last year. My wife and I have been involved in politics since moving here. We've worked on several campaigns and I've run for office in the past. I've dedicated my life to serving others and look forward to serving the people of Smyrna.

What is the biggest issue facing Smyrna? What is your solution?

Unbridled growth is the main problem facing Smyrna. This causes most of the other issues. Our infrastructure can't keep up with the rapid growth. We need improved planning that will take into consideration the impact on our roads and services. The impact on our environment is causing storm-water problems, air pollution and noise pollution that impacts our homes and quality of life. There needs to be a balance between the impact of growth on our economy, environment and quality of life. We need leaders who will make the tough choices. Sometime you just need to say no.

Name: Steve Sullivan



Steve Sullivan (Photo: Courtesy of Facebook)

Experience: Bachelor's and master's degrees from Trevecca Nazarene University; former U.S. Marine, Desert Storm Veteran; Volunteer Board member for slow-pitch, fast-pitch, and adult softball, baseball, and soccer; Volunteer of the Year 2014, Smyrna Adult Softball League; member of the Board of Zoning Appeals and Parks Athletic Committee; 20-plus years in IT Management at IBM and Nissan

What is the biggest issue facing Smyrna? What is your solution?

The biggest issue facing Smyrna today is exponential growth. Growth is a great issue to have and is required for Smyrna's sustainability, but unbridled growth is a disaster. Our thoroughfares and infrastructure must be managed carefully to accommodate this growth. To meet these demands, continued fiscal responsibility is a must. A healthy cash reserve and managed budget are mandatory to be in a position to fund the infrastructure upgrades and expansions needed to support this growth. Vote for me, starting Oct. 19, and I will work with the mayor and other council members to find common sense solutions to these issues.

Name: Racquel Peebles



Racquel Peebles (Photo: Submitted)

Experience: I have practiced law for 20 years, which requires listening to people's concerns and resolving them. I have owned a small business in Smyrna for 13 years, so I understand how critical good planning and budgeting are. Lastly, I have served on various boards and as a community volunteer.

What is the biggest issue facing Smyrna? What is your solution?

The biggest issue facing Smyrna is infrastructure, which overlaps with other issues. We should continue allocating more funds toward alleviating traffic concerns, and that includes expanding current roads and constructing new ones. We have to be proactive with effective planning so the necessary infrastructure is in place for businesses and residents and people moving to Smyrna.

Additionally, we need to work with our county, state and federal leaders to secure funding for an additional interchange at I-24, which will bring more retail and job opportunities for our residents so that they can work, eat, shop, and play here in Smyrna.

Name: Michelle Martin Wesnofske

Experience: As a small business owner, I understand the need for economic growth balanced with controlled spending. I grew up in Smyrna, raised my children here and my children are raising their children here. I serve on the Historic Zoning Board and have been in attendance with the citizens' committee regarding the Lowry Street overlay project. Smyrna's past, present and future are of utmost importance to me.



Michelle Wesnofske (Photo:
Submitted)

What is the biggest issue facing Smyrna? What is your solution?

The biggest issue facing our town is economic growth. We have stagnated in our proactive efforts to attract businesses (with exception to the retail sales tax revenue generated on the west end of Sam Ridley Parkway). We enjoy lots of amenities in Smyrna, including a beautiful park system. We have spent a great deal of money and resources making Smyrna an attractive place to live. However, we must refocus our attention to updating our infrastructure in an effort to attract more industry and create more local jobs. I am interested in promoting the concept of being proactive in preparing our infrastructure to attract new businesses to Smyrna so that our residents can live and work amid this wonderful community.

Reach Michelle Willard at 615-278-5164, on Twitter @MichWillard or on Facebook at [facebook.com/DNJBusiness](https://www.facebook.com/DNJBusiness).

Read or Share this story: <http://on.dnj.com/2eYjzJa>

Murfreesboro paves way for FedEx Ground facility

Michelle Willard , mwillard@dnj.com 8:54 p.m. CST November 17, 2016



(Photo: Michelle Willard / DNJ)

MURFREESBORO — Traffic concerns dominated the conversation at the Murfreesboro City Council on Thursday night surrounding zoning requests for a proposed FedEx Ground facility.

FedEx Ground has asked for annexation into the Murfreesboro city limits and rezoning the 217-acre undeveloped property located along the south side of South Rutherford Boulevard east of the CSX railroad tracks and west of Broad Street.

Surprisingly no one spoke in either of the public hearings held for the plan of services, annexation and rezoning before the City Council gave its approval in a 5-1 vote with Councilman Rick LaLance dissenting.

LaLance spoke out on the project's potential negative impact on traffic with a projected 750 trips per day coming into and out of the site.

The project's site plan was approved Wednesday by the Murfreesboro Planning Commission, contingent on approval of the plan of services, annexation and rezoning by the City Council.

"FedEx already has a facility in town. They are looking to expand because of the increased volume we see from the growth in Middle Tennessee," Cherie Akers from Stantec said on behalf of the logistics company.

When 947,842 square-foot facility ([/story/money/business/2016/08/31/fedex-ground-build-hub-murfreesboro/89644276/](https://www.dnj.com/story/money/business/2016/08/31/fedex-ground-build-hub-murfreesboro/89644276/)) is completed, the hub will have hundreds of bays for tractor trailers to load and unload into the proposed one-story building. It will also have spaces for "inbound parking," "outbound parking" and employees, according to the preliminary site plan.

The site plan has separate entrances for employees and trucks and vans with primary access about a quarter mile from Broad Street on South Rutherford Boulevard.

During the meeting Thursday, the City Council asked about how the facility will impact traffic on Church Street and surrounding roadways.

"We have adopted many options to accommodate our traffic," Akers said.

Given the potential impact on traffic in south Murfreesboro ([/story/money/business/2016/09/02/fedex-submits-plans-ground-hub-murfreesboro/89737798/](https://www.dnj.com/story/money/business/2016/09/02/fedex-submits-plans-ground-hub-murfreesboro/89737798/)), FedEx and city officials have worked with consultants from RPM Transportation Consultants to develop a traffic plan for the site.

By the time it reaches full capacity, RPM estimates as many as 750 pickup and delivery vans and tractor trailers coming into and out of the site daily, said Robert Murphy, president RPM Transportation Consultants.

He explained at a neighborhood meeting in October that most of the van and truck traffic at the facility will happen in mid-afternoon and late evening.

Preliminary proposals include a turning lane from Broad Street to South Rutherford Boulevard and retiming signals at both the intersections of South Rutherford and South Church and Broad streets, Murphy said.

Murphy explained the company studied the current traffic situation and developed recommendations that could actually improve traffic flow on Church Street.

Ram Balachandran, traffic engineer for the city of Murfreesboro, explained the project will be completed in two phases, the first which will be fully completed in 2019. Full build out is set for a 2026.

He said the plan for the first phase "looks good" and he asked them to study the timing of the traffic lights at three intersections on South Church Street — Rutherford Boulevard, Interstate 24 west off ramp and I24 east off bound — and two on Broad Street — Rutherford Boulevard and Joe B. Jackson Parkway.

"They are going to synchronize the lights with their truck traffic," Balachandran told The DNJ. "And all the analysis they did is based on 2026 projected numbers."

FedEx has agreed to do an initial synchronization when the first phase is completed in 2019 and to revisit it in 2026, Balachandran said.

The company will also be required to submit a new traffic study when it starts on the second phase in 2026, explained Matthew Blomeley, assistant planning director.

FedEx Ground estimates the facility will be a \$189.5 million investment that will create an estimated 41 full-time jobs <http://story.money/business/2016/10/05/logistics-jobs-questioned-fedex-hearing/91615028/> with an average wage of \$53,500 and 160 full-time equivalent, part-time jobs at \$24,000 annually. It is tentatively set to open in early 2018. The estimate does not include 300 drivers who are contract employees.

Reach Michelle Willard at 615-278-5164 or on Twitter @MichWillard.

Read or Share this story: <http://on.dnj.com/2fBvLyS>

Tab 10

Attachment B, IV

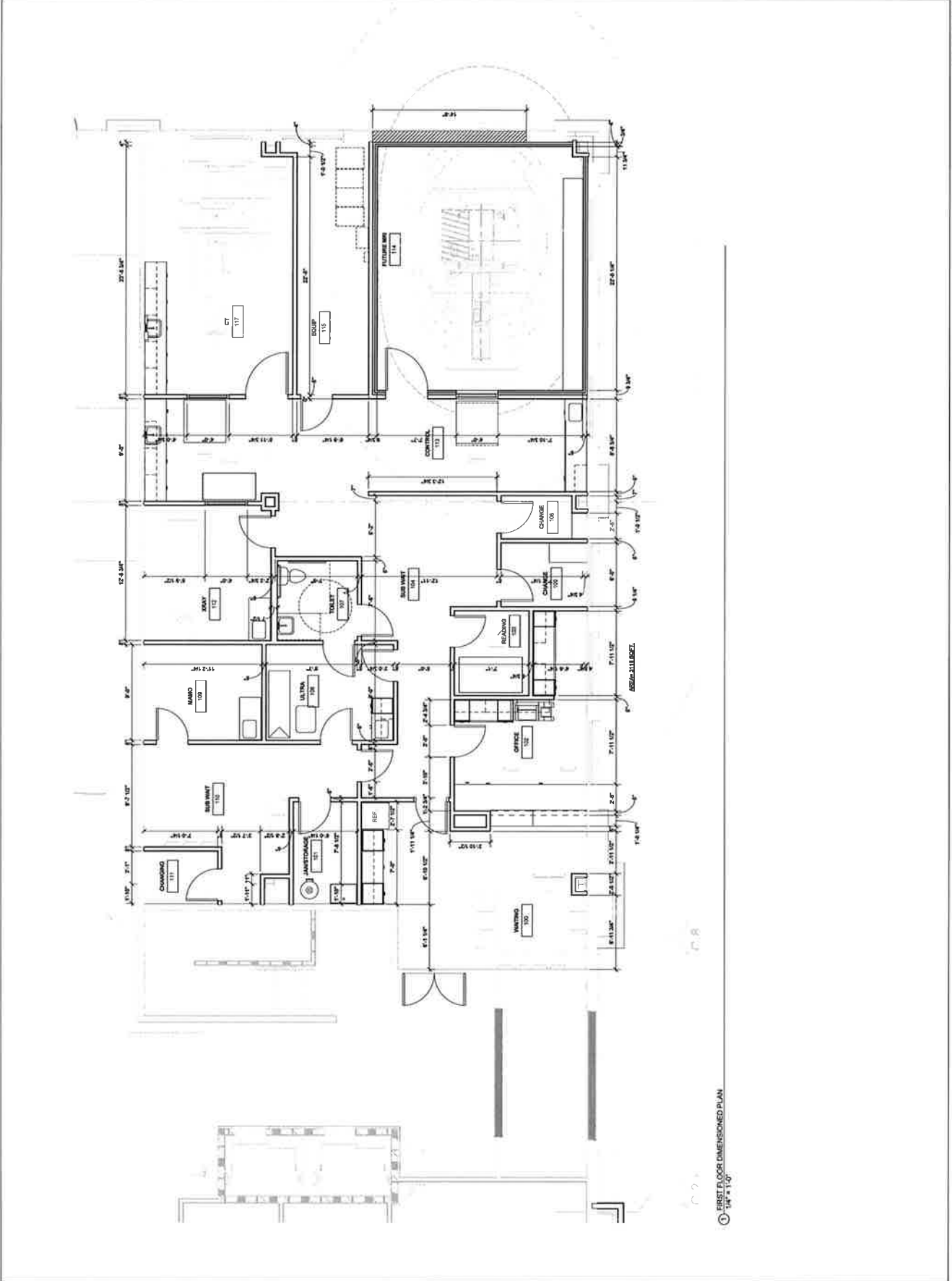
Schematics

Project #: 15023	Revision Schedule
Project Architect: MS	
Drawn by: MS	
Project Director: --	
Phase: 15%	

01 June 2016



A111
FIRST FLOOR
DIMENSIONED PLAN



Attachment C

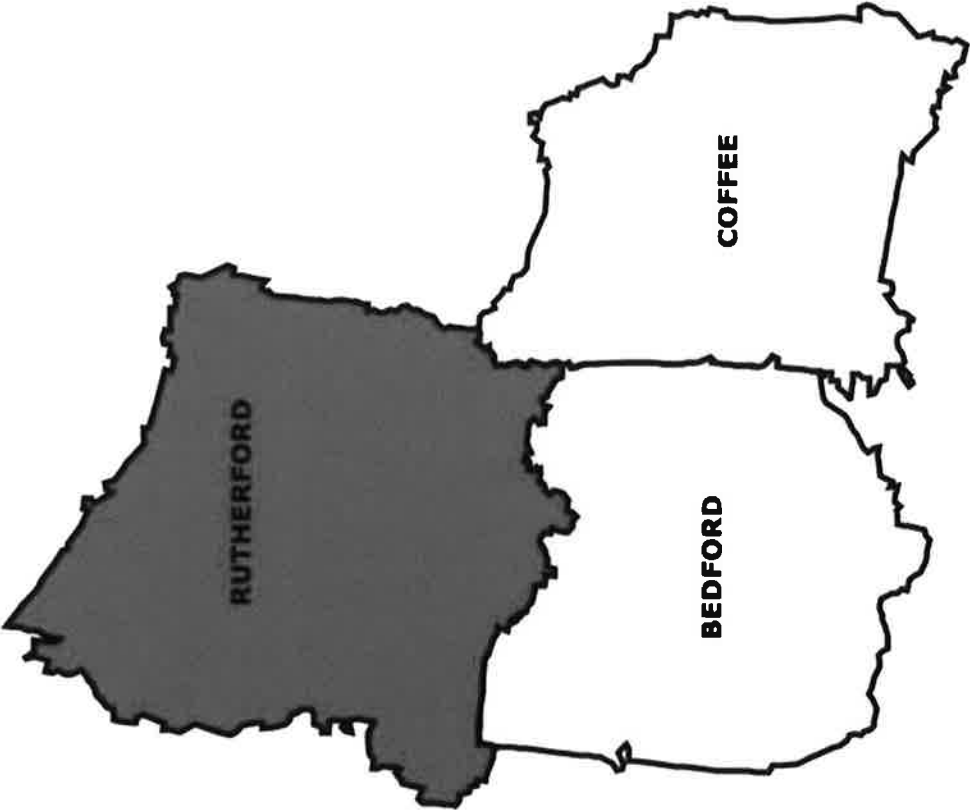
**Service Area Map and Patient Origin Data
FDA Documentation
Construction Costs Verification Letter
Radiologist CVs
Service Area TennCare Population
Historical MRI and CT Utilization
Verification of Funding
Balance Sheet and Income Statement
Facility License**

Tab 11

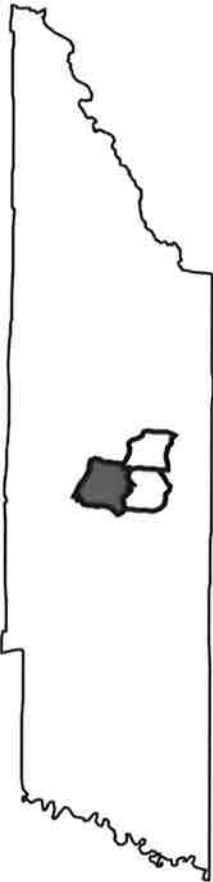
Attachment C
Need - 1

Service Area Maps

Service Area Map

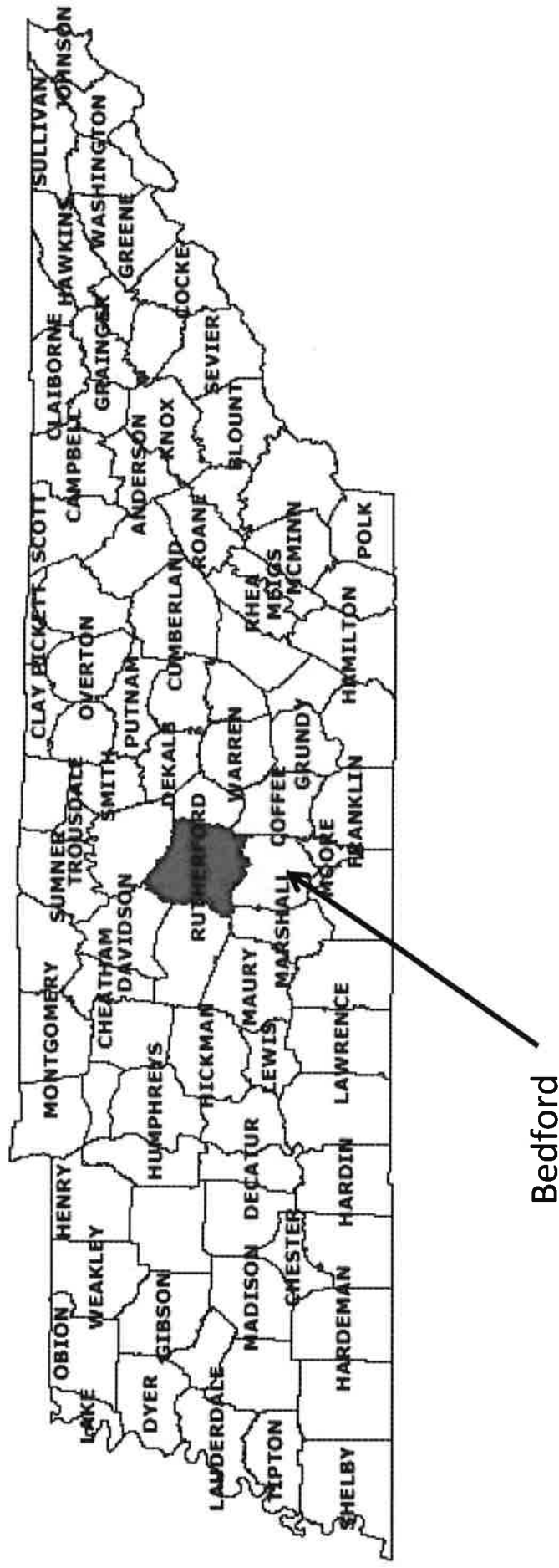


- Primary Service Area
- Secondary Service Area

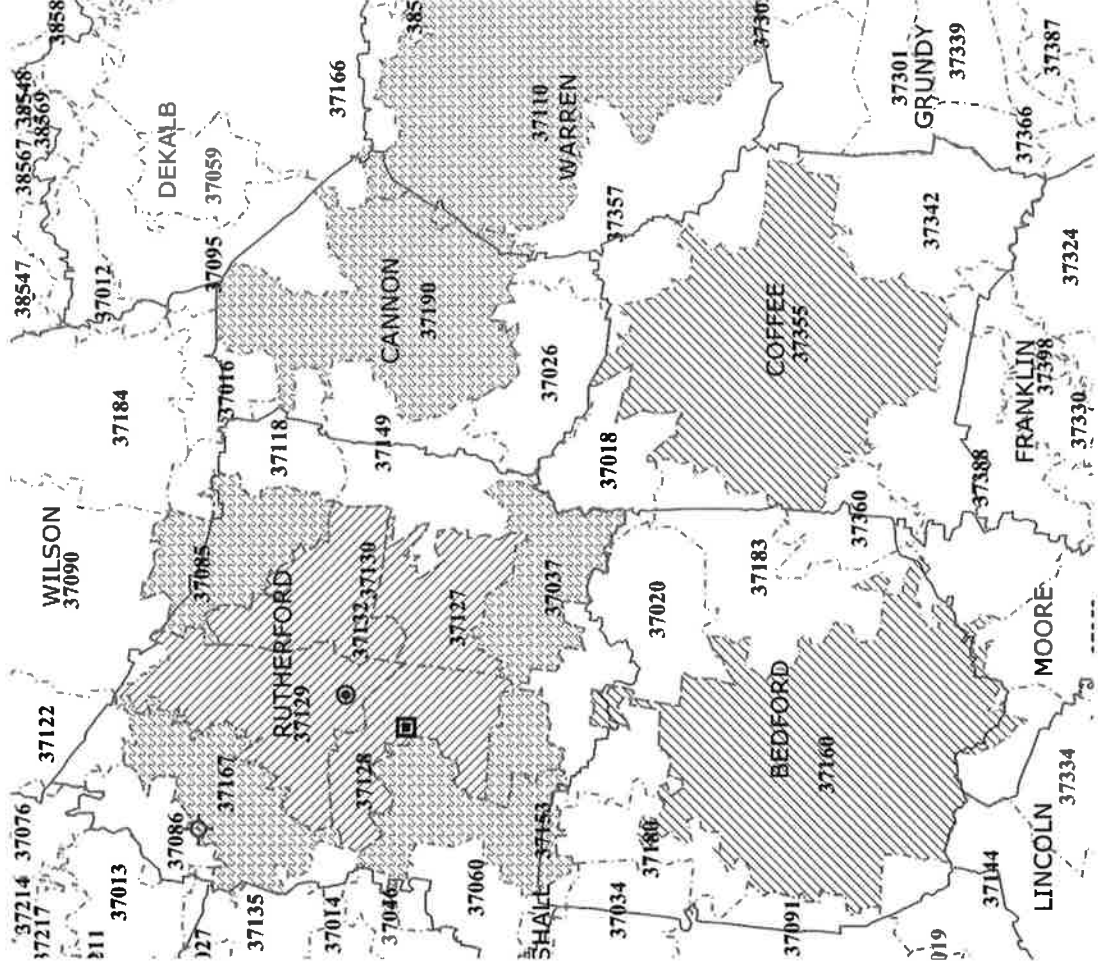


Service Area Map

- Primary Service Area
- Secondary Service Area



MTI Murfreesboro Patient Origin Map



MTI Murfreesboro Patient Origin
All Imaging Modalities

Jan - Nov 2016 (not annualized)

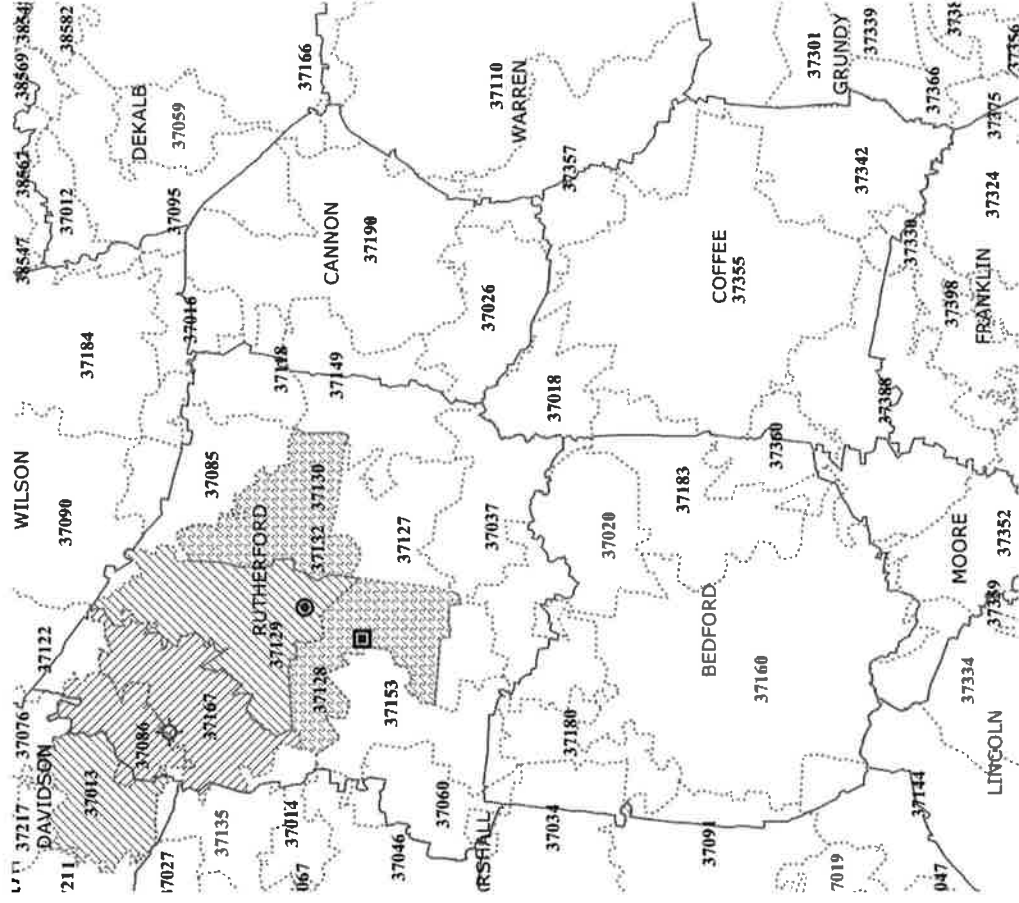
ID	Zip	Patients	Percent	Cum. Pct.
1	37129	8,826	18.0%	18.0%
2	37130	8,696	17.7%	35.8%
3	37128	7,959	16.2%	52.0%
4	37127	3,049	6.2%	58.2%
5	37355	2,094	4.3%	62.5%
6	37160	1,851	3.8%	66.3%
7	37167	1,839	3.8%	70.0%
8	37110	1,337	2.7%	72.8%
9	37037	1,271	2.6%	75.4%
10	37190	1,083	2.2%	77.6%
11	37153	887	1.8%	79.4%
12	37085	790	1.6%	81.0%
13	Others	9,314	19.0%	100.0%
14	Total	48,996	100.0%	100.0%

Source: MTI Internal Data

From 385 Zip codes

- MTI Murfreesboro
- MTI Smyrna
- Proposed Facility

MTI Smyrna Patient Origin Map



MTI Smyrna Patient Origin
All Imaging Modalities

Jan - Nov 2016 (not annualized)

ID	Zip	Patient	pct	Cum Pct.
1	37167	7,387	36.1%	36.1%
2	37086	4,409	21.6%	57.7%
3	37013	2,242	11.0%	68.7%
4	37129	1,746	8.5%	77.2%
5	37128	737	3.6%	80.8%
6	37130	688	3.4%	84.2%
7	Others	3,230	15.8%	100.0%
8	Total	20,439	100.0%	100.0%

Source: MTI Internal Data

From 236 Zip codes

- MTI Murfreesboro
- MTI Smyrna
- Proposed Facility

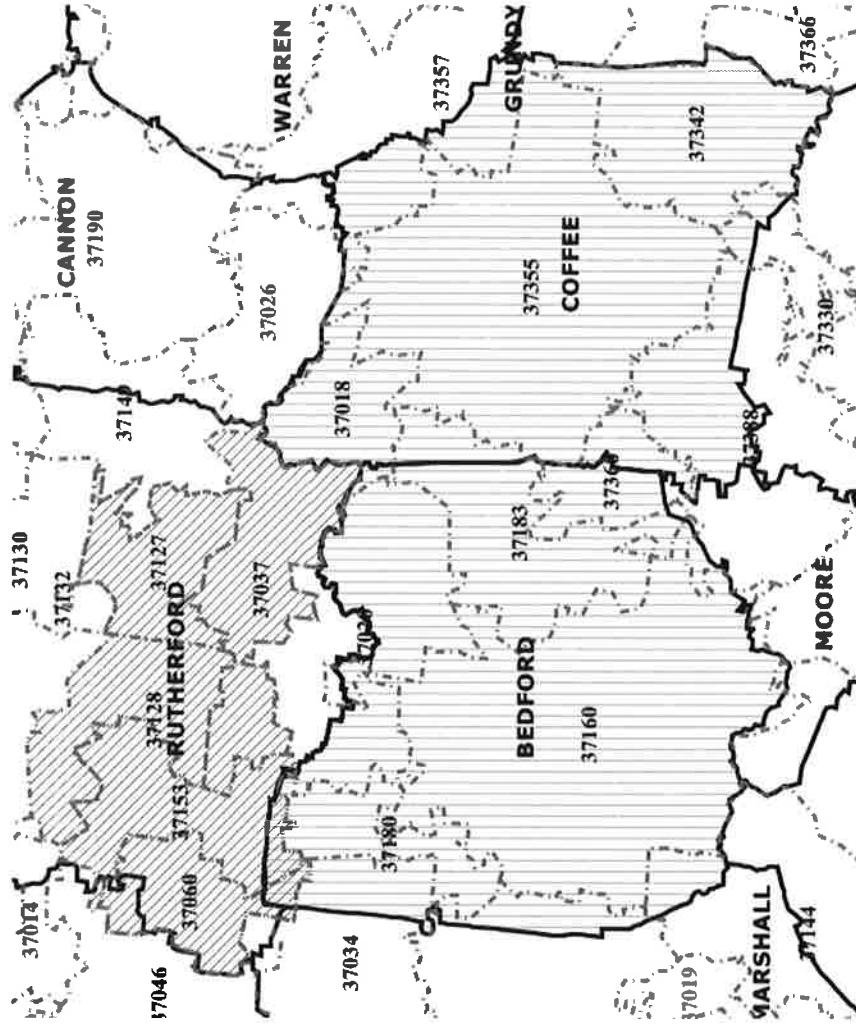
MTI New Salem Map

MTI Murfreesboro Patient Origin

MRI Only

Year 2 Projection

ID	Zip	Patients	Percent	Cum. Pct.
1	Rutherford Total	1,582	62.3%	62.3%
2	Bedford Total	422	16.6%	78.9%
3	Coffee Total	410	16.1%	95.0%
4	Other	126	5.0%	100.0%
5	Total	2,540	100.0%	100.0%



Tab 12

Attachment B

FDA Documentation



NOV - 9 2005

GE Healthcare

P.O. Box 414, Milwaukee, WI 53201

K052978
510(k) Summary

This 510(k) summary of safety and effectiveness information is submitted in accordance with the requirements of 21 CFR Part 807.92(c).

Submitter: GE Healthcare
PO Box 414
Milwaukee, WI 53201

Contact Person: Larry A. Kroger Ph.D.
Senior Regulatory Programs Manager

Telephone: 262- 544-3894

Fax: 262- 548-4768

Date Prepared: October 18, 2005

Device Name:

GE 1.5T Signa® HDe MR System
Magnetic Resonance Diagnostic System, 21 CFR 892.1000, 90-LNH

Marketed Device:

The 1.5T Signa® HDe MR System is substantially equivalent to the currently marketed GE 1.5T AND 3.0T Signa® HDx MR SYSTEM (K052293) with the main differences being a change to the receive chain architecture that includes fully digital eight independent receive channels.

Device Description:

The 1.5T Signa® HDe MR systems are a modification to the previously cleared MR systems K052293 which utilizes a superconducting magnet to acquire 2D single-slice and multi-slice, and 3D volume images. The 1.5T Signa® HDe Magnetic Resonance System features a superconducting magnet operating at 1.5T. The data acquisition system supports 1, 4, 8 independent receive channels and multiple independent coil elements per channel during a single acquisition series. The system can image in the sagittal, coronal, axial, oblique and double oblique planes, using various pulse sequences. Images are acquired and reconstructed using 2D and 3D Fourier transformation techniques. The system is intended for high-resolution anatomical applications and short scan times. The 1.5T Signa® HDe MR system is also compatible in a mobile configuration.

Indications for Use:

The GE Signa® HDe MR system is a whole body magnetic resonance scanner designed to support high resolution, high signal-to-noise ratio, and short scan times. The Signa® HDe MR system is indicated for use as a diagnostic imaging device to produce axial sagittal, coronal and oblique images, spectra, dynamic images of the internal structures and organs of the entire body, including, but not limited to, head, neck, TMJ, spine, breast, heart, abdomen, pelvis, joints, prostate, blood vessels, and musculoskeletal regions of the body. The images produced by the Signa® HDe system reflect the spatial distribution of protons (hydrogen nuclei)



exhibiting magnetic resonance. These images and/or spectra when interpreted by a trained physician yield information that may assist in diagnosis.

Comparison with Predicate Device:

The 1.5T Signa® HDe MR Systems are a modification of the previously cleared MR systems K052293 with the main differences being the change to the receive chain architecture that includes fully digital eight independent receive channels.

Summary of Studies:

The 1.5T Signa® HDe Magnetic Resonance Systems were evaluated to the appropriate NEMA performance standards as well as the IEC 60601-1 International Medical Equipment Safety standard and IEC 60061-2-33 Particular Requirements for Safety of Magnetic Resonance Equipment for Medical Diagnosis. The 1.5T Signa® HDe Magnetic Resonance System is comparable to the currently marketed GE 1.5T AND 3.0T Signa® HDx MR SYSTEM.

Conclusion:

It is the opinion of GE that the 1.5T Signa® HDe Magnetic Resonance System is substantially equivalent to the GE 1.5T AND 3.0T Signa® HDx Magnetic Resonance System. Usage of the 1.5T Signa® HDe Magnetic Resonance System does not result in any new potential hazards.



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

NOV - 9 2005

Food and Drug Administration
9200 Corporate Boulevard
Rockville MD 20850

Mr. Larry A. Kroger, Ph.D.
Senior Regulatory Programs Manager
GE HEALTHCARE
3200 Grandview Boulevard
WAUKESHA WI 53188

Re.: K052978
Trade/Device Name: GE. 1.5T Signa HDe
MR System
Regulation Number: 21 CFR 892.1000
Regulation Name: Magnetic resonance
diagnostic device
Regulatory Class: II
Product Code: LNH
Dated: October 18, 2005
Received: October 24, 2005

Dear Dr. Kroger:

We have reviewed your Section 510(k) premarket notification of intent to market the device referenced above and have determined the device is substantially equivalent (for the indications for use stated in the enclosure) to legally marketed predicate devices marketed in interstate commerce prior to May 28, 1976, the enactment date of the Medical Device Amendments or to devices that have been reclassified in accordance with the provisions of the Federal Food, Drug, and Cosmetic Act (Act) that do not require approval of a premarket approval (PMA). You may, therefore, market the device, subject to the general controls provisions of the Act. The general controls provisions of the Act include requirements for annual registration, listing of devices, good manufacturing practice, labeling, and prohibitions against misbranding and adulteration.

If your device is classified (see above) into either class II (Special Controls) or class III (PMA), it may be subject to additional controls. Existing major regulations affecting your device can be found in the Code of Federal Regulations, Title 21, Parts 800 to 898. In addition, FDA may publish further announcements concerning your device in the Federal Register.

Please be advised that FDA's issuance of a substantial equivalence determination does not mean that FDA has made a determination that your device complies with other requirements of the Act or any Federal statutes and regulations administered by other Federal agencies. You must comply with all the Act's requirements, including, but not limited to: registration and listing (21 CFR Part 807); labeling (21 CFR Part 801); good manufacturing practice requirements as set forth in the quality systems (QS) regulation (21 CFR Part 820); and if applicable, the electronic product radiation control provisions (sections 531-542 of the Act); 21 CFR 1000-1050.

This letter will allow you to begin marketing your device as described in your Section 510(k) premarket notification. The FDA finding of substantial equivalence of your device to a legally marketed predicate device results in a classification for your device and thus, permits your device to proceed to the market.

If you desire specific advice for your device on our labeling regulation (21 CFR Part 801), please contact the Office of Compliance at one of the following numbers, based on the regulation number at the top of this letter:

21 CFR 876.xxxx	(Gastroenterology/Renal/Urology)	240-276-0115
21 CFR 884.xxxx	(Obstetrics/Gynecology)	240-276-0115
21 CFR 892.xxxx	(Radiology)	240-276-0120
Other		240-276-0100

Also, please note the regulation entitled, "Misbranding by reference to premarket notification" (21 CFR 807.97). You may obtain other general information on your responsibilities under the Act from the Division of Small Manufacturers, International and Consumer Assistance at its toll-free number (800) 638-2041 or (301) 443-6597 or at its Internet address <http://www.fda.gov/cdrh/industry/support/index.html>.

Sincerely yours,



Nancy C. Brogdon
Director, Division of Reproductive,
Abdominal, and Radiological Devices
Office of Device Evaluation
Center for Devices and Radiological Health

Enclosure



GE Healthcare

P.O. Box 414, Milwaukee, WI 53201

Indications for Use

510(k) Number (if known): K052978

Device Name:

GE 1.5T Signa® HDe MR System

Indications for Use:

The GE Signa® HDe MR system is a whole body magnetic resonance scanner designed to support high resolution, high signal-to-noise ratio, and short scan times. The Signa® HDe MR system is indicated for use as a diagnostic imaging device to produce axial sagittal, coronal and oblique images, spectra, dynamic images of the internal structures and organs of the entire body, including, but not limited to, head, neck, TMJ, spine, breast, heart, abdomen, pelvis, joints, prostate, blood vessels, and musculoskeletal regions of the body. The images produced by the Signa® HDe system reflect the spatial distribution of protons (hydrogen nuclei) exhibiting magnetic resonance. These images and/or spectra when interpreted by a trained physician yield information that may assist in diagnosis.

Prescription Use X
(Part 21 CFR 801 Subpart D)

AND/OR

Over-The-Counter Use _____
(21 CFR 801 Subpart C)

(PLEASE DO NOT WRITE BELOW THIS LINE-CONTINUE ON ANOTHER PAGE IF
NEEDED)

Concurrence of CDRH, Office of Device Evaluation (ODE)

Nancy C Brogdon
(Division Sign-Off)
Division of Reproductive, Abdominal,
and Radiological Devices
510(k) Number K052978

Page 1 of 1

Tab 13

Attachment B
Need - 1

Construction Costs Verification Letter



The Consecro Group, Inc.

2601 Westwood Drive
Nashville, TN 37204

P: (615) 298-9907
F: (615) 298-1024

JAN 13 '17 PM 2:35

Revision:Original

**Premier Radiology - MRI / CT Expansion
New Salem Road
2723 New Salem Highway
Murfreesboro, TN 37128**

**Printed On:
01/05/2017**

Please find enclosed industry standard sectional Division pricing breakdown

The construction will conform to all applicable local, state and national building requirements.

Division	Total
01 General Conditions	\$22,957.77
03 Concrete	\$8,741.43
06 Carpentry	\$1,770.60
08 Doors, Windows & Glass	\$7,211.64
09 Finishes	\$12,064.84
10 Specialities	\$523.88
11 Equipment Related	\$94,172.52
12 Furnishings	\$1,994.24
15 Mechanical	\$49,248.91
16 Electrical	\$15,700.22
PC Permit Cost	<u>\$8,819.20</u>
Total	\$223,205.25
Cost/Sq. Foot (Sq Ft): 726.00	\$307.45

The above pricing includes all labor, materials and equipment to complete the scope of work as per the drawings provided. We have included any insurance and taxes required by state law.

We appreciate the opportunity to be included in this project, if you have any questions, please feel free to call.

Thank you,

Wayne Bratcher

Tab 14

Attachment B
Need - 1

Radiologist CVs and Transfer Agreement

Stephen Paul Humphrey

Curriculum Vitae

PERSONAL

Date of Birth May 1, 1948 Maryville, Tennessee
Married Kaye
Residence 106 Bluegrass Circle, Hendersonville, Tennessee 37075
(615) 822-4346

PRESENT POSITION

Radiologist, Advanced Diagnostic Imaging, P.C. 3024 Business Park Circle
Goodlettsville, TN 37072 Phone: (615) 851-6033 Fax: (615) 851-2018

EDUCATION

Undergraduate Univ. of Tennessee - Knoxville, BS 1970
Medical School Univ. of Tennessee - Memphis, MD 1975
Internship Univ. of Tennessee Medical Center - Knoxville 1975-1976
Residency Univ. of Tennessee - Memphis Radiology 1979-1982

MEDICAL LICENSES

Tennessee # MD9329 Issued: August 1975 - Current
Kentucky # 30080 Issued: February 1999 - Current
Alabama # SP.13 Issued: October 2007 - Current

SPECIALTY CERTIFICATION

Board Certification - Radiology, Diagnostic
The American Board of Radiology June, 1982

PROFESSIONAL MEMBERSHIPS

Tennessee Medical Association
Tennessee Radiological Association
Radiological Society of North America

PROFESSIONAL EXPERIENCE

Medical Officer US Public Health Service Blackfeet Indian Reservation
Browning, Mt. 1976-1977
Emergency Room Physician Blount Memorial Hospital Maryville, Tn.
1977-1979
Radiologist Advanced Diagnostic Imaging P.C. (formerly Hill Radiology
Associates) Goodlettsville, TN 1982 - Current

MEDICAL STAFF APPOINTMENTS

Skyline Medical Center, Nashville, TN (Active)
Hendersonville Medical Center, Hendersonville, TN (Active)
Williamson County Medical Center, Franklin, TN (Courtesy)
Portland Medical Center, Portland, TN (Active)
Horizon Medical Center, Dickson, TN (Provisional Associate)
University Medical Center, Lebanon, TN (Associate)

REFERENCES

Donald Crumbo, M.D.
5651 Frist Blvd, Suite 603
Hermitage, TN 37076 (615) 889-1968

Robert Webb, M.D.
107 Glenoak Blvd, Suite 100
Hendersonville, TN 37075 (615) 822-9336

Daniel J. Wunder, M.D.



ADDRESS: 110 Meadowpointe East
Hendersonville, TN 37075-5917

E-MAIL ADDRESS: dwunder@comcast.net

TELEPHONE: Home (615) 822-0302 / Cell (615) 289-5280

BIRTHDATE: September 18, 1964

BIRTHPLACE: Wright-Patterson AFB, Fairborn, Ohio

EDUCATION:

High School	Mobridge High School Mobridge, South Dakota 57601
Undergraduate School	University of South Dakota 414 East Clark St. Vermillion, SD 57069 August 1982 - May 1986 Degree: B.S. - Chemistry, University Scholar
Medical School	University of South Dakota School of Medicine 414 East Clark St. Vermillion, SD 57069 August 1986 - May 1990 Degree: M.D.
Honors	Phi Eta Sigma, Phi Beta Kappa, University Scholar, Magna Cum Laude, Member of John Hopkins 1990 Medical Expedition to Nepal
Residency	Diagnostic Radiology University of Tennessee, Memphis 800 Madison Avenue Memphis, TN 38163 July 1990 - June 1994 Chief Resident 1993 - 1994
Fellowship	Vascular Interventional Radiology University of Tennessee, Memphis 800 Madison Avenue Memphis, TN 38163 July 1994 - June 1995

BOARD CERTIFICATION:

Diplomate NBME - July 1991
Diplomate American Board of Radiology - June 1994
CAQ In Interventional Radiology - November 1996, Jan 2007

MEDICAL LICENSES:

Tennessee [MD22132] - December 1991 - Present
South Dakota [3832] - July 1994 - Present
Kentucky [35877] - June 2000 - Present
Alabama [SP.14] - October 2007-Present

SOCIETY MEMBERSHIPS:

Radiological Society of North America, 1990 - Present
American Roentgen Ray Society, 1990 - Present
A³CR², 1993 - 1994
Society of Interventional Radiology, 1994 - Present
American College of Radiology, 1996 - Present
AMA Member 2006-Present
AHA Radiology Council Member, 1996 -2003
Radiology Business Managers Association, 1998 - 2007
Society of Radiologists in Ultrasound, 1999 -2004
Tennessee Radiological Society, 1998 - Present
CIRREF Contributor
IR 2000 Contributor
RSNA Research Contributor
AAPC 2002 -2004

APPOINTMENTS:

Clinical Instructor of Radiology
University of Tennessee, Memphis
Department of Radiology
July 1994 - June 1995

Visiting Professor of Radiology
University of Tennessee, Memphis
Department of Radiology
July 1995 - December 1996

Standards of Practice Committee
Society of Cardiovascular Interventional Radiology
July 1996 - July 2002

Medical Director, Department of Radiology
Methodist Healthcare - McNairy Hospital
December 1, 1997 - November 1, 1999

Medical Director, Interventional Radiology Section
Northcrest Medical Center-Springfield TN
August 1, 2000 - March 30, 2002

Credentials Committee
Skyline Medical Center
Nashville, TN
Aug 2001-March 2003, March 2005-Present

Endovascular Committee, Chairman
Summit Medical Center
May 2002-March 2004

Operating Room Committee
Skyline Medical Center
July 2002 - Present

Stroke Committee
Skyline Medical Center
May 2002-Present

NeuroScience Committee

Skyline Medical Center
November 2006 - Present

ADI Executive Committee
Secretary
Managing Board ADI, NOL & Phydata
Advanced Diagnostic Imaging PC
January 31, 2002 - Present

Distal Protection Carotid Stent Trial
Boston Scientific
Co Investigator
July 2002 - Jan 2004

Protocol Committee, Chair
ADI
July 1, 2002 - 2004

Education Director
ADI
July 1, 2002 - 2004

Department Chairman
Skyline Medical Center
Nashville, TN
March 2003-2005
Sept 2007-Present

Department Vice Chairman
Skyline Medical Center
Nashville, TN
March 2005-Sept 2007t

Hospital Liason
ADI
Feb 15, 2007- Present

CURRENT PRACTICE:

Advanced Diagnostic Imaging, PC
3024 Business Park Circle
PO Box 249
Goodlettsville, TN 37072-3132
January 31, 2000 - Present

Previous Employment:

Advanced Radiology, LLP
387 Hospital Blvd
P.O. Box 3310
Jackson, TN 38303-0310
October 1, 1996 - December 31, 1999

Mitchell Radiology Associates, P.C.
2200 N. Kimball
Suite 950
P.O. Box 1332
Mitchell, SD 57301
July 1, 1995 - August 31, 1996

PUBLICATIONS:

"Measurements within the Diffusion Layer Using a Microelectrode Probe." Engstrom, R.C., Weber, M., Wunder, D.J. Anal Chem. 1986(54), 844-8.

"Quality Improvement Guidelines for Central Venous Access." Standards of Practice Committee. JVIR. 1997(8)3, 475-9.

"Quality Improvement Guidelines for Percutaneous Transhepatic Cholangiography and Biliary Drainage." Standards of Practice Committee. JVIR. 1997(8)4, 677-80.

"Quality Improvement Guidelines for Percutaneous Transcatheter Embolization." Standards of Practice Committee. JVIR. 1997(8)5, 889-94.

"Quality Improvement Guidelines for Percutaneous Management of the Thrombosed or Dysfunctional Dialysis Access." Standards of Practice Committee. JVIR. 1999(10)4, 491-8.

Interventional Radiology Coding Reference - 2003-2004 Edition. David Zielske, MD, Daniel J Wunder, MD, Ruth E. Broek, MBA

ABSTRACTS PRESENTED:

Evaluation of Various Knee Prostheses in an Orthopaedic Practice. Presented to the American Association of Bone and Joint Surgeons by H. Phil Gross, MD, spring 1988.

Carotid Injury - Evaluation with arteriography. Spectrum of Findings. Poster Board Presentation at RSNA 1996. Selected for future publication in Radiographics.

Selective High-Dose Intraarterial Cisplatin Infusion for Treatment of Stage III and IV SCCA Tumors of the Head and Neck with Concomitant Radiation Therapy. Presented at SCVIR, March 1996 by Pamela Flick, MD.

Predclinical and Clinical Evaluation of a Percutaneous Stainless Steel Greenfield Filter. Presented at SCVIR, March 1996 by K.J. Cho.

PRESENTATIONS:

- 1) CPT Coding Workshop, Presentation Health System, Feb 13, 1996, Mitchell, SD
- 2) Vascular Interventional Radiology, South Dakota State Radiologic Technologist Convention, May 4, 1996, Mitchell, SD.
- 3) ZHealth Coding Workshop, 2001 and 2002
- 4) Endovascular Repair of Abdominal Aortic Aneurysms - Grand Rounds, Skyline Medical Center March 2003
- 5) Radiofrequency Ablation of Liver Tumors - Grand Rounds, Skyline Medical Center August 19, 2003
- 6) Stereotactic breast biopsy - Skyline Medical Center Fall 2003
- 7) ABC's of Medical Imaging-Hendersonville Medical Center Spring 2004
- 8) Anatomy relevant to acute Stroke, Skyline Medical Center Fall 2005
- 9) TIPS, Skyline Medical Center Tenn Soc Gastrointestinal Nurses Assoc Sept 2006
- 10] CTA for the cardiologist Skyline Medical Center Jan 25, 2007
- 11) EVAR- Current status. TN Surgical Technologists and Assistants, Nashville, TN March 2, 2007
- 12) Anatomy relevant to acute Stroke, Skyline Medical Center, Nov 27, 2007
- 13] Stereotactic breast biopsy - Skyline Medical Center Madison Campus Fall 2007

RESEARCH:

Phase III Iodixanol Contrast Study, VAMC Memphis, TN, 1992.

Clinical Trials: Stainless Steel Over the Wire Greenfield Filter, Univ. of TN, Memphis, 1995.

Co Investigator Boston Scientific Distal Protection Carotid Stent Trial, Nashville TN 2002-2004

INTERESTS:

Flyfishing, hunting, landscaping, volleyball, rafting, tinkering and construction

REFERENCES:

James King, MD, ADI 3024 Business Park Circle, Goodlettsville, TN 37072
Mike Friday, MD, ADI 3024 Business Park Circle, Goodlettsville, TN 37072
Lee Lancaster, MD Suite 400 Skyline MOB, Nashville TN 37207

MEETINGS/CME:

RSNA, November 1989, Chicago, IL.
RSNA, November 1991, Chicago, IL. (12.25 Category 1 hours)
Radiology: Musculoskeletal and Abdominal MRI, Feb. 23-24, 1991, Memphis, TN.
Radiology: Mammography Update, Feb. 29 - Mar 1, 1992, Memphis, TN.
AFIP: July 7 - August 14, 1992, Washington, DC.
Neuro & Musculoskeletal MRI, Jan 10-15, 1993, Kona, Hawaii. (22.3 Category 1 hours)
Radiology: Update in CT & Nuclear Cardiology, Feb. 20-21, 1993, Memphis, TN.
Acuson Imaging Seminar, April 14, 1993, Memphis, TN (5.25 Category 1 hours)
13th Annual San Diego Radiology Review Course, April 18-23, 1993, San Diego, CA. (41 Category 1 hours)
Spring Interventional Radiology Course, April 24, 1993, San Diego, CA. (8 Category 1 hours)
American University Radiologists - A³CR², May 19-23, 1993, Cincinnati, OH.
RSNA, November 1993, Chicago, IL.
Musculoskeletal MRI, Jan. 12-14, 1994, Naples, FL. (19.5 Category 1 hours)
American University Radiologists - A³CR², May 4-7, 1994, Boston, MA. (19.5 Category 1 hours)
Memphis Radiology Meeting, May 27-30, 1994, Memphis, TN. (14.50 Category 1 hours)
Interventional Vascular Radiology Course, Nov. 18-19, 1995, Toronto, Ontario, Canada.
Society of Cardiovascular & Interventional Radiology, March 25-30, 1995, Ft. Lauderdale, FL. (37 Category 1 hours)
Society of Cardiovascular & Interventional Radiology, March 2-7, 1996, Seattle, WA. (35.5 Category 1 hours)
Mid South Symposium on Vascular Disease, April 26-27, 1996, Memphis, TN. (10.75 Category 1 hours)
Breast Imaging CME Video Program, April 18, 1996, Western Pennsylvania Hospital. (17 Category 1 hours)
SCVIR Syllabus Series, Oct. 1996 - Jan. 1997. (70 Category 1 hours)
ACR Managed Care Symposium, April 5-6, 1997, Chicago, IL. (8.5 Category 1 hours)
1997 General Risk Management Seminar, April 23, 1997 Jackson, TN (2 Category 1 hours)
Factors Affecting Thrombolysis, Discovery International, September 10, 1997. (2 Category 1 hours)
9th Annual Conference on Advanced Peripheral Techniques, September 17-20, 1997. (21 Category 1 hours)
New Developments in Vasc. Diseases, Vol 1, #1, Chicago Pritzker SOM, September 22, 1997. (3 Category 1 hours)
Thrombolysis & PTA as Combination Therapy for Chronic Iliac Occlusion, Annenberg Center, October 10, 1997 (1 Category 1 hour)
Thrombolysis of Venous Catheters, Discovery International, December 8, 1997 (2 Category 1 hours)
1994 Duke Radiology Summer Postgraduate Course (video course viewed 1997) (20 Category 1 hours (2 of Mammography))
Cardiac Arrest Resuscitation Exercise, February 20, 1998 (8 Category 1 hours)
1998 General Risk Management Seminar, April 22, 1998 (2 Category 1 hours)
Local Cerebral Thrombolysis, Med Educational Resources Inc., June 26-28, 1998 (17.5 Category 1 hours)
MRI 1999, Harvard Medical School, February 15 - 19, 1999 (25 Category 1 hours)
1999 General Risk Management Seminar, April 28, 1999 (2 Category 1 hours)
New Developments in Central Venous Access, May 19, 1999 (3 Category 1 hours)
Comprehensive Breast Imaging CME Video Program, July 28, 1999 Western Pennsylvania Hospital (25 Category 1 hours)
Contemporary Diagnostic Radiology, August 25, 1999 Pennsylvania Hospital (3 Category 1 hours)
Contemporary Diagnostic Radiology, October 8, 1999 Pennsylvania Hospital (3 Category 1 hours)
Soc. Radiologists in US - 9th Annual Meeting, October 8-10, 1999 Chicago, IL (20.5 Category 1 hours)
Contemporary Diagnostic Radiology, December 10, 1999 Pennsylvania Hospital (3 Category 1 hours)
Contemporary Diagnostic Radiology, January 12, 2000 Pennsylvania Hospital (3 Category 1 hours)
HIV Disease, February 28, 2000, Western Baptist Hospital, (2 Category 1 hours)
Next Generation Thrombolytics, Feb 29, 2000, Institute of CHE, Philadelphia (1 Category 1 hour)
Peripheral Arterial Occlusion, March 9 2000, U of Pittsburgh, (1 Category 1 hour)
Contemporary Diagnostic Radiology, March 31, 2000 Pennsylvania Hospital (3 Category 1 hours-2mammo,1US)
Contemporary Diagnostic Radiology, May 2, 2000 Pennsylvania Hospital (3 Category 1 hours)
New Directions Pharmacologic Management of PVOD, May 12, 2000, Institute of CHE, Philadelphia (1 Category 1 hour)
New Pharmacologic Therapies in Treatment of PVD, May 2000, Institute of CHE, Philadelphia, (0.5 Category 1 hour)
Contemporary Diagnostic Radiology, June 28, 2000 Pennsylvania Hospital (3 Category 1 hours)
SCVIR Syllabus Series (Thoracic, Visceral & GU Interventions), June 2000. (20 Category 1 hours)
Contemporary Diagnostic Radiology, July 21, 2000 Pennsylvania Hospital (3 Category 1 hours)
Contemporary Diagnostic Radiology, Aug 11, 2000 Pennsylvania Hospital (3 Category 1 hours)
Summit Tumor Conference Aug 12, 2000 AMA (1 Category 1 hour)
Hands On Carotid Stent Meeting, Sept 7-10, 2000 Johns Hopkins (16.5 Category 1 hours)
Summit Tumor Conference Sept 27, 2000, AMA (1 Category 1 hour)
Risk Management Pointers, Oct 3, 2000 Pennsylvania Med Society (6 Category 1 hours)
SCVIR Syllabus Series Noninvasive Vasc Imaging, Oct 2000. (20 Category 1 hours)
Contemporary Diagnostic Radiology, Oct 27, 2000 Pennsylvania Hospital (3 Category 1 hours)
SCVIR Catheter Directed Thrombolysis and Cath Clearance, Oct 2000, (1 Category 1 hour)
Contemporary Diagnostic Radiology, Nov 15, 2000 Pennsylvania Hospital (3 Category 1 hours)
Contemporary Diagnostic Radiology, Dec 22, 2000 Pennsylvania Hospital (3 Category 1 hours)
SCVIR Cybersession Antiplatelet Therapy, Nov 2000 (1.5 Category 1 hours)
2001 Radiology Coding Alert: CCI Edits, CPT, ICD-9, HCPCS and RVU's (1 hour CEU credit)
SCVIR Cybersession Coding and Billing, Jan 2001 (4.5 Category 1 hours)
Medlearn 2001 Interventional Coding Meeting, Jan 18-19, 2001 (16 CEU Credits)
SCVIR Annual Meeting Mar 3-7, 2001 (19.5 Category 1 hours)
Right Ventricular Dysfunction ACR CME, Mar 8, 2001 (2 Category 1 hours)
Baptist Stereotactic Breast Biopsy, April 20, 2001 Nashville (6 Category 1 hours)

ACR Knowledge Challenge, June 2, 2001 Hip Dysplasia (2 Category 1 hours)
 ACR Knowledge Challenge, July 30, 2001 Pet Imaging (2 Category 1 hours)
 ACR Knowledge Challenge, Sept 28, 2001 Malpractice Issues (2 Category 1 hours)
 Optimize Pay-Up for Facet Joint Injections and RF, Nov. 5, 2001 The Coding Institute (1CEU Credit)
 Use of TPA in Catheter Malfunction, Nov. 11, 2001, Postgraduate Institute of Med. (1 Category 1 Credit)
 New Developments in Vascular Diseases, Nov. 11, 2001, Univ of Chicago (4 Category 1 Credits)
 Ultrasound Quarterly Volume 17, #2 June 6, 2001 Lippincott, Williams & Wilkins (4 Category 1 Credits-US)
 New Pharm Txt for PVD, Center for HCE, Oct 18, 2001, (1.5 Category 1 hours)
 RSNA hours, Chicago, IL, Nov 28, 2001, (3.5 Category 1 hours)
 Considerations of Multidetector Scanners in CTA, Postgrad. Institute Med, Oct. 24, 2001 (1 Category 1 hour)
 Risk Management Rounds, Version 1.5, SVMIC, Oct 28, 2001 (5 Category 1 hours)
 Aneurx Stent Graft Course, Dec 10-11, 2001 Texas Heart Institute (no CME)
 Use of TPA for catheter malfunction, Dec 5, 2001, Postgraduate Institute Med (1 Category 1 hour)
 Contemporary Diagnostic Radiology, Dec 2001 Pennsylvania Hospital (31 Category 1 hours- 2 In Mammo, 5 In US, 3 In MR)
 New Era of Thrombolytics: State of Art Strategies, Jan 2002, SCVIR Syllabus (1 Category 1 hour)
 RBMA Coding Seminar Series, Jan 2002, Las Vegas (7 CEU hours)
 New Developments in Vasc Dz Vol 2 #1, Jan 7, 2002, Univ Chicago, (4 Category 1 hours)
 Renal Preservation Strategies for High Risk Pts, Jan 7, 2002, Univ Chicago, (4 Category 1 hours)
 Ultrasound Quarterly Vol 17, #3, Dec 13, 2001, (5 Category 1 hours)
 New Developments in Vascular Diseases, Vol 2, #1, Feb 5, 2002, Univ of Chicago (4 Category 1 hours)
 New Developments in Vascular Diseases, Vol 2, #2, Feb 5, 2002, Univ of Chicago (4 Category 1 hours)
 Intro to RF Thermal Ablation of Liver Lesion, Austin, TX, Feb 9, 2002, (8 Category 1 hours)
 SCVIR Cybersession Coding and Billing, Jan 2002 (8 Category 1 hours)
 ACR Knowledge Challenge, April 17, 2002 Left Ventricular Aneurysm (2 Category 1 hours)
 Contemporary Diagnostic Radiology, Mar 2002 Pennsylvania Hospital (9 Category 1 hours)
 Risk Management Essentials, June 28, 2002, Med Risk Inc, (5 Category 1 hours)
 Vascular Centers 2002, May 10-11, 2002, Soc. Interventional Radiology (11.75 Category 1 hours)
 Human Participant Protection Ed for Research Teams, July 2002, Cine-Med (2 Category 1 hours)
 ACR Knowledge Challenge, August 12, 2002 Anomalous Coronary Arteries (2 Category 1 hours)
 New Developments in Vascular Diseases, Vol 3, #1, August 20, 2002, Univ of Chicago (4 Category 1 hours)
 MR Spectroscopy, Diagnostic Imaging, CMP Healthcare Group, August 12, 2002, (1 Category 1 hour)
 Breast Imaging, USCF Interactive Series, September 8, 2002 (25 Category 1 hours)
 Differentiating factors of Thrombolytics, Safety Profile, Sept 11, 2002 (1.5 Category 1 hours)
 Multislice CT Imaging of carotid stenosis, Oct 18, 2002 (1 Category 1 hour)
 Contemporary Diagnostic Radiology, July-Sept 2002 Pennsylvania Hospital (9 Category 1 hours)
 Acute Stroke Imaging, HCA CME, Sept 24, 2002 (1 Category 1 hour)
 Speech Recognition, Diagnostic Imaging, CMP Healthcare Group, Nov 11, 2002 (1 Category 1 hour)
 CAD-Breast Imaging, Diagnostic Imaging, CMP Healthcare Group, Nov 17, 2002 (1 Category 1 hour)
 Uterine Fibroid Embolization, HCA CME, Nov 24, 2002 (1 Category 1 hour)
 Thrombolytic Therapy: Re Emergence as Standard, Univ of Wisconsin, Jan. 6, 2003 (1.5 CEUs)
 Risk management essentials for physicians part 2, May 30, 2003, Medrisk, Inc, (5 category 1 hours)
 Contemporary Diagnostic Radiology, June 30, 2003, Pennsylvania Hospital (7.5 Category 1 hours)
 Clearing the Way: Reperfusion with Thrombolytics, Univ of Wisconsin, July 2, 2003, (1 Category 1 hour)
 BLS Certification, Skyline Medical Center, Sept 8, 2003, (No Category 1 hours)
 ACLS Certification Skyline Medical Center, Sept 13, 2003, (5.1 Category 1 hours)
 Adding PET to your practice: Business and Clinical Issues, Diagnostic Imaging, CMP Healthcare Group, Sept 14, 2003, (1 Category 1 hour)
 Comparative Analysis of Outcomes and Costs of Fibrinolytic agents for PVD, Johns Hopkins SOM, Nov 7, 2003, (2 Category 1 hours)
 Contemporary Diagnostic Radiology, August 1, 2003, Pennsylvania Hospital (7.5 Category 1 hours)

Curriculum Vitae

Robert Stanley Burcham, MD

General Information:

Born: Corinth, Mississippi
Birthdate: 14 September 1968
Married: Wife, Rebecca

Education:

High School: Corinth High School, Corinth, MS, 1987

Undergraduate: Mississippi State University, Starkville, MS 1987-1992
Bachelor of Science, Aerospace Engineering
Minor, Mathematics
Cooperative Education Program

Post-Baccalaureate: Georgia State University, Atlanta, GA, 1994-1996
Non-degree, Post Baccalaureate Studies

Medical School: Medical College of Georgia, Augusta, GA, 1996-2000
Doctor of Medicine

Post-Graduate Training:

Internship: Internal Medicine
Medical College of Georgia, Augusta, GA
July 2000-June 2001

Residency: Diagnostic Radiology,
Vanderbilt University Medical Center, Nashville, TN
June 2001-July 2005

Board Certification:

American Board of Radiology: June 2005

Licensure:

Licensed Doctor of Medicine in Tennessee, Mississippi

Aerospace Engineering Experience:

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Co-operative Engineer, January 1989 - May 1990

Martin Marietta Manned Space Systems, New Orleans, LA

- Participated in development of unmanned spacecraft including acoustic & dynamic loads analysis, thermal analysis, and static stress analysis
- Developed FORTRAN program to perform buckling analysis of skin/stringer panels
- Adapted Space Shuttle External Tank structural algorithms to aid evaluation of advanced space vehicle design

Aerospace Engineer, May 1992 - March 1996

Lockheed Aeronautical Systems Company, Marietta, GA

- Performed structural analysis of F-22 graphite-honeycomb composite horizontal & vertical stabilizers
- Developed & analyzed fleet-wide repairs for USAF C-5 fleet horizontal stabilizer, flap tracks, & engine pylons
- Provided computer support for military trainer aircraft proposal working across PC's, UNIX, & IBM Mainframe computer systems

Aerospace Engineer, March 1996 - August 1996; May 1997 - August 1997

Gulfstream Aerospace, Savannah, GA

- Performed structural analysis, developed repairs, and provided analysis for FAA certification of G-5 business jet
- Performed static and acoustic analysis of graphite-honeycomb composite rudder and static analysis of metallic main wing drag beam

Aerospace Engineer, March 2000 - May 2000

The Aerostructures Corporation, Nashville, TN

- Performed structural analysis of V-22 graphite-honeycomb composite and metallic empennage

Research Experience:

Engineering Research Center, Mississippi State University, January 1991 - July 1991

- Helped develop software to generate 3-D grids about geometrically complex objects
- Produced grids used for finite-difference solutions to Navier-Stokes equations

Raspel Flight Research Laboratory, Mississippi State University, May 1991 - May 1992

- Analyzed graphite-epoxy fuselage test structure using finite-element methods
- Fabricated test specimens and experimentally obtained composite material properties
- Conducted full-scale structural tests on graphite-epoxy fuselage

Research Experience (Cont'd):

- Correlated results from structural tests, finite-element model, & theoretical solutions

Radiologic Society of North America, Chicago, IL, December 2002

- Completed one-week Introduction to Research Program at RSNA annual meeting
- Focused on clinical and basic science research in diagnostic radiology

Presentations & Publications:

"Analysis & Testing of a Load-Carrying Window in a Fuselage Test Structure"

Paper presented at American Institute of Aeronautics and Astronautics Southeast Conference Meeting, Atlanta, GA, April, 1992

"Analysis & Testing of a Window and Window Frame in a Pressurized Graphite-Epoxy Sandwich Shell Fuselage Test Structure," McWhorter, JC, Moore, T, and Burcham, RS, Engineering & Industrial Research Station Report, Mississippi State University, 1992

"Left Atrial Appendage Imaging Using CT, MRI, and TEE with Radiologic Manifestation of Thrombus and its Clinical Relevance for Patients with Atrial Fibrillation", Burcham, RS, Datta, J, Arildsen, RA, et al. Radiologic Society of North America, Educational Exhibit, Chicago, IL, December 2002

Honors and Awards:

Four-year Academic Scholarship, Mississippi State University, 1987-1992

Sigma Gamma Tau, Aerospace Engineering Honor Society, MSU, 1992

Four-year Academic Scholarship, Medical College of Georgia, 1996-2000

Alpha Omega Alpha, Alpha Chapter of Georgia, 1999

Interests/Hobbies:

Hiking, Camping, Running, Cycling, and Kayaking

My Dogs (Pete, Sputnik, Dobie, and Ruby)

Music

Computers, especially Apple

Astronomy and mathematics

Jan-06

98 Governors Way
Brentwood, TN 37027

Phone (615) 776-5724
cicalend@hotmail.com

Chad L. Calendine, MD

Education	1994 to 1998	University of Tennessee	Memphis, TN
	Doctor of Medicine <ul style="list-style-type: none">• Class Rank: 1 of 162• Summa Cum Laude (GPA 4.0)• Faculty Medal Award• Alpha Omega Alpha Honors Society (Inducted 1997)		
	1991 to 1994	Freed-Hardeman University	Henderson, TN
	Bachelor of Science in Biology <ul style="list-style-type: none">• Summa Cum Laude (GPA 4.0)• Chancellor's Scholar Award• Alpha Chi Honors Society (Inducted 1993)		
Internship	1998 to 1999	Methodist Hospital	Memphis, TN
	Transitional Internship <ul style="list-style-type: none">• Clinical experience in emergency medicine, internal medicine, general surgery, pediatrics, gastroenterology, and infectious disease		
Residency Training	1999 to 2003	Emory University Hospital	Atlanta, GA
	Diagnostic Radiology Residency <ul style="list-style-type: none">• Chief Resident 2002-2003• Roentgen Resident/Fellow Research Award 2003• Graduate Medical Education Advisory Committee 2001-2002• Outstanding Teaching Resident Award 2001		
Fellowship Training	2003 to 2004	Emory University Hospital	Atlanta, GA
	Musculoskeletal Radiology Fellowship <ul style="list-style-type: none">• Experience in MR Imaging, Sports Medicine, Neoplasms, Rheumatic Diseases, Metabolic Bone Diseases, Spinal Disorders, and Interventional Procedures		
Board Certification	American Board of Radiology		June 2003
Current Position	Musculoskeletal Radiologist		
	2004 to Present	Advanced Diagnostic Imaging, PC	Nashville, TN
	2007 to Present	President	

Chad L. Calendine, MD

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Research

"Contrast media extravasation during CT: Evaluation of the use of the E-Z EM extravasation detection accessory." Research completed in June 2001 at Emory University Hospital with Paul D'Angelo, MD and William Torres, MD. Abstract presented at ARRS 2002.

"Need for traditional radiographic lumbar spine series following an abdomen/pelvis CT in trauma patients which revealed no spinal trauma." Research completed in June 2003 at Emory University Hospital with William Fajman, MD and Soheil Hanna, MD. Abstract presented ASER 2003.

"In vivo testing on the role of hydroxyurea on replication, latency, and the infectious cycle of Murine Herpes Virus - 68." Research completed in August 1997 at St. Jude's Children's Research Hospital under the direction of Peter Doherty, Ph.D. (Nobel Laureate).

Publications

"Need for traditional radiographic thoracic spine series following a chest CT in trauma patients which revealed no spinal trauma." Research completed in November 2001 at Emory University Hospital with William Fajman, MD, Soheil Hanna, MD, and Stephan Tigges, MD. Abstract presented at ASER 2002. Published in *Emergency Radiology* November 2002 Vol 9 Num 5: 254-256.

"Optic Pathway Gliomas and Neurofibromatosis-1," American College of Radiology, Revision of the Brain Neoplasia Section of the ACR Teaching File, 2002.

Interests and activities

Basketball, Golf, Target shooting, Fly fishing, Movies

References

Personal and professional references provided upon request.

Kevin Patrick Cunneely, M.D.

1614 S. Martha Court

Brentwood, TN 37027

(615)-370-5145

kcunneely@gmail.com

Education

2006-2007 **University of Utah Hospital – Salt Lake City, Utah**
Musculoskeletal Fellowship, to be completed June 2007.

2002-2006 **University of Utah Hospital – Salt Lake City, Utah**
Diagnostic Radiology Residency
Chief Resident 2005-2006.

2001-2002 **LDS Hospital – Salt Lake City, Utah**
Transitional Internship.

1997-2001 **University of Texas Health Science Center at San Antonio**
M.D., May 2001.

1993-1996 **University of Texas at Austin**
B.A., Biology.

State Licensure: **Utah, 2001-current**
 Tennessee, 2007-Current
 Alabama, 2007-Current
 Kentucky, Arkansas, Georgia, Missouri; Pending

Board Certification: **American Board of Radiology, 6/2006.**

Work Experience

2007-Present **Advanced Diagnostic Imaging-Nashville, Tennessee. Staff Radiologist.** In addition to general diagnostic radiology, I interpret cross-sectional MSK, neuro and body imaging. Additional duties include musculoskeletal and spine interventions including; arthrography, myelography, epidural spine injections, facet injections and small joint injections for both diagnostic and therapeutic purposes.

2006-2007 **University of Utah Hospital-Salt Lake City, Utah. Clinical Instructor,** department of Radiology. Participated in the general call pool and served as the in-house staff radiologist approximately once a week. Responsibilities included supervision of 1-2 residents and interpretation of studies performed at the University of Utah hospital and outlying clinics, Huntsman Cancer hospital and the VA medical center.

2005-2007 **Uinta Basin Medical Center-Roosevelt, Utah. Diagnostic Radiologist** for one week every 3 months in a full service rural hospital. Duties included primary interpretation of all CT, MRI, Nuclear medicine, ultrasound, fluoroscopic and plain film studies.

2003-2006 **Project Reality-Salt Lake City, Utah. Physician coordinator/supervisor** of a methadone treatment program providing medical care to patients with opiate addiction.

Honors & Awards

- 2001 **Merck Manual Award-UT Health Science Center at San Antonio**
For outstanding performance in the clinical sciences during the third and fourth year of medical school.
- 1994 **Summer Research Grant**
Awarded by Department of Zoology, UT Austin.

Extracurricular

- Spring 2001 **Gross Anatomy TA/Tutor-UT Health Science Center at San Antonio**
- Spring 2001 **Medical Microbiology TA-UT Health Science Center at San Antonio**

Research

- 1993-1994 **Research Assistant, G.D. Bittner, PhD, University of Texas Department of Zoology. Duties included micro dissection of Mauthner axons, development of electron micrographs, running and development of SDS-PAGE gels, and development of a protocol to isolate a unique region of a 235kD neurofilament in giant Mauthner axons.**

Publications/Presentations

Cunneely K, Crim J. "High Incidence of Missed Diagnosis of a Common Ankle Fracture." Presented at the 92nd Annual RSNA Scientific Assembly and Annual meeting, November 27th 2006.

Godell CM, Raabe T, Moehlenbruck J, Cunneely K, and Bittner GD. "235 kD Neurofilament Protein in Survival of Anucleate Axons." *Transactions of the American Society for Neurochemistry*, March 1994, Vol. 25, No. 1. Abstract 162.

Professional Memberships

American College of Radiology, Radiologic Society of North America, Association Of University Radiologists, Roentgen Ray Society.

03/17/2005

Curriculum Vitae

Enrique Romo Arevalos, MD

PERSONAL DATA

Date of Birth	03/09/1953 San Antonio, TX, USA
Marital Status	Married
Citizenship	USA
Residence	5205 Heathrow Hills Drive Brentwood, TN 37027
Primary Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615) 851-6033 (Office) (615) 851-2018 (Fax)

EDUCATION

Undergraduate Southern Methodist University Dallas, TX BA	08/01/1971 - 06/30/1975
Medical School Southwestern Medical School Dallas, TX MD	08/01/1976 - 06/07/1980
Internship Baptist Memorial Hospital Memphis, TN	07/01/1980 - 06/30/1981 Surgery
Residency University of Texas Health Sciences Center at San Antonio San Antonio, TX	07/01/1981 - 06/30/1984 Radiology
Fellowship Medical College of Wisconsin Milwaukee, WI	07/01/1984 - 06/30/1985 Radiology

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, P.C. 3024 Business Park Circle P.O. Box 249 Goodlettsville, TN 37072	10/01/2003 - Present
Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	10/01/2003 - Present

E. H. Himmelfarb
PO Box 681708
Franklin, TN 37068

08/01/1992 - 09/30/2003

San Bernardino Diagnostic
San Bernardino, CA

07/01/1985 - 07/31/1992

HOSPITAL AFFILIATIONS

Active
Hendersonville Medical Center
Hendersonville, TN

08/02/2005 - Present

Courtesy
Skyline Medical Center
Nashville, TN

07/19/2005 - Present

Active
Williamson Medical Center
Franklin, TN

08/27/1992 - Present

MEDICAL LICENSURE

TN 23804

07/20/1992 - Present

DEA INFORMATION

DEA

AA9715458

06/02/2003 - Present

SPECIALTIES

Board Certified
American Board of Radiology

Radiology, Diagnostic

06/01/1984 - Present

ASSOCIATIONS & AFFILIATIONS

ACR

Member.

Jonathan Paul Gordon, M.D., Ph.D.

505 Seaton Park Place, Franklin, Tennessee 37069
(615) 595-8524 (H); (615) 440-6575 (Mobile)
jg7xrad@gmail.com

Professional Experience

2007-present: Advanced Diagnostic Imaging, Nashville, Tennessee; Neuroradiologist

Education

M.D.	Virginia Commonwealth University/Medical College of Virginia Richmond, Virginia May 2000
Ph.D.	Virginia Commonwealth University/Medical College of Virginia Richmond, Virginia 1995 Major: Anatomy/Neurosciences
B.S.	Virginia Polytechnic Institute and State University, Blacksburg, Virginia 1990 Major: Biology Minor: Chemistry

Post Graduate Training

Internship	University of Virginia School of Medicine, Roanoke-Salem Program in Internal Medicine, Carilion Roanoke Memorial Hospital and Veterans Affairs Medical Center Roanoke, Virginia 7/1/00 – 6/30/01
Residency	Department of Radiology, University of Virginia Health System Charlottesville, Virginia 7/1/01 – 6/30/05
Fellowship	Neuroradiology, Department of Radiology, University of Virginia Health System Charlottesville, Virginia 7/1/05-6/30/07

Board Certification

American Board of Radiology – Diagnostic Radiology
Passed – Written Examination – September 2004
Passed – Oral Examination – June 2005

National Board of Medical Examiners - 2003

Medical Licensure

Virginia, Alabama, Tennessee, Washington, Kentucky(pending)

Honors, Awards and Fellowships

Fellow, ACR James M. Moorefield Economics Fellowship, August 2005

2nd Place, Resident-in-Training Research Presentation, Association of University Radiologists Annual Meeting, 2004

Resident Representative for Virginia State Chapter of ACR, ACR National Meeting and Leadership conference, 2004, 2005

A.D. Williams Summer Research Fellowship, 1997

Jack Denning Burke Award for Excellence in Cell Biology, Dept. of Anatomy, 1995

Research Experience

Laboratory Technician, Department of Anatomy, VCU/MCV, 1991

Graduate Student, Department of Anatomy, VCU/MCV, 1991-1995

Post-Doctoral Fellow, Department of Anatomy, VCU/MCV, 1996

Student Worker, Department of Neurosurgery, VCU/MCV, 1998

Publications

Gordon J: Effects of moderate traumatic brain injury on the cytoskeleton of the rat hippocampus: a study of the CA1 and dentate gyrus subregions, Doctoral Dissertation, Virginia Commonwealth University/Medical College of Virginia, Department of Anatomy, 1995

Di X, Gordon J, Bullock R. Fluid percussion brain injury exacerbates glutamate-induced focal damage in the rat. *J Neurotrauma*. 1999 Mar; 16(3): 195-201.

Gordon J, Shaffer H, Levine P, de Lange E. Strictures of the cervical esophagus following laryngectomy: Efficacy of treatment with fluoroscopically guided balloon dilation. (working paper)

Gordon J. Book Review: ACR Syllabus: Gastrointestinal Disease VI, *JACR*. 2005 June; 2(6):552-553

Gordon J, Gay SB, et al. Billing and Reimbursement in Medical Imaging (web-based tutorial). www.med-ed.virginia.edu/courses/rad/billing/index.html

Coordinator and Author, Weekly radiologic clinical quiz, *Applied Radiology Online*, 2003-2005, over 40 cases submitted, www.appliedradiology.com

Chapter 52. "Imaging of Epidural Spinal Cord Compression." (with Lubdha Shah, C.

Douglas Phillips and David Schiff) in *Handbook of Neuro-Oncology Neuroimaging* (Elsevier, 2007).

Abstracts/Posters

Gordon JP, Belardo ET, Black RT, Phillips LL: Elevation of calmodulin levels in CA1 and the dentate gyrus following traumatic brain injury. *Neurotrauma Soc. Abstr.* 1993.

Phillips, LL, Belardo, ET, Gordon, JP, Black, RT and Lyeth, BG: Expression of c-fos oncoprotein during long-term postinjury phases of fluid percussion traumatic brain injury. *Neurotrauma Soc. Abstr.*, 1993.

Gordon, JP, Belardo, ET, Lyeth, BG, Leichnetz, GR, Phillips, LL: MAP2 protein levels in CA1 and the dentate gyrus following moderate traumatic brain injury. *Soc. for Neurosci. Abstr.*, J Neurotrauma. 20:426, 1994.

Gordon, JP, Belardo, ET, Lyeth, BG, Reeves, TM and Phillips, LL: Traumatic Brain injury induces change in hippocampal microtubule-associated protein MAP1A, 3rd Internat. Neurotrauma Symposium, *J Neurotrauma*. 1995; 12(3): 477.

Gordon JP, Shah LM, Brown MD, Ham JK and Phillips CD: Another Hole in your Head? Review of Basal Cephaloceles. Poster presentation, American Society of Head and Neck Radiology Annual Meeting, 2006.

Professional Memberships

American College of Radiology, 2000 - present
RSNA, 2000- present
ASNR, 2005-present
ARRS, 2000-present
Southeastern Neuroradiological Society, 2007-present

Extracurricular Activities/Personal Interests

Sports – Football, Basketball; History – Christianity, The Civil War, World War II Aircraft; family, gardening, computers

Curriculum Vita
Iantha Lucille Harney, MD, DABR
9426 Highwood Hill Road Brentwood, TN 37027
email: iharney@gmail.com
phone: (615) 371-4228

Place of birth	Oklahoma City, OK US Citizen
Education	
December 1995	B.S. Chemical Engineering, Oklahoma State University
May 2000	Doctor of Medicine, University of Oklahoma
July 2000 to June 2001	Internal Medicine, University of Oklahoma
July 2001 to June 2005	Diagnostic Radiology, University of Kansas in Wichita
June 2004 to June 2005	Chief Resident
July 2005 to June 2006	Musculoskeletal Radiology Fellowship, University of Virginia
Licensure and Certification	ABR Physics 2002, 96 th percentile ABR Written Exam 2004, 97 th percentile ABR Oral Exam, passed June 2005 USMLE Step 1, 2, &3: passed Kansas Medical License, 2003 to 2005 Oklahoma Medical License, 2003 to 2005 Alabama Medical License Colorado Medical License Georgia Medical License Kentucky Medical License Tennessee Medical License Virginia Medical License Washington Medical License Advanced Cardiac Life Support, 1998 to current
Work Experience	Advanced Diagnostic Imaging, 2006 to present Mixture of inpatient and outpatient work.
College Honors and Awards	National Merit Scholar 1991 Tau Beta Pi Engineering Honor Society Golden Key National Honor Society, Vice President Scholar's Enrichment Program OSU Engineering Omega Chi Epsilon Chem Eng Hon Soc, Secretary Alpha Epsilon Delta Pre-health Hon Soc, Reporter
Professional Societies	Radiologic Societies of North America, current American Roentgen Ray Society, current Amer. Medical Women's Assoc., Fundraising Chair American Medical Student Association

Oklahoma State Medical Association
American Inst of Chemical Engineers
Society of Women Engineers, Chapter Treasurer

Public Service

January 1995 to December 1995
Stillwater Clinic

I created a computer database of patients, screened patients for eligibility, and worked as receptionist during clinic.

July 1998 to May 2000
Foundation 2000

I helped create a not for profit foundation designed to benefit Oklahoma children with serious and life threatening illnesses.

1992 to present

I have repeatedly been a guest speaker at OKC Public schools events, recruitment, and outreach.

Teaching experience

July 2000 to June 2001

Internship

Medical student teaching with lectures and clinical practicum

July 2001 to present

Residency

Medical student, nursing student, and intern teaching with lectures and clinical practicum

July 2005 to July 2006

Fellowship

Teaching residents

Research Experience

Summers of 1992, 1993, and 1994 St. Francis(W.K.Warren) Medical Research Inst.

During my first summer I studied uptake and clearance kinetics of technetium based radiopharmaceuticals including Sestamibi. I brought our laboratory into OSHA compliance when it became part of the University of Oklahoma. I was also responsible for radiation safety and monitoring, as well as NRC compliance

Summer 1995

Oklahoma State Univ. College of Vet. Medicine

I ordered equipment and created a laboratory for the investigation of computer controlled anesthesia. I worked with a consultant to create a custom interface for data collection and use by a program specializing in fuzzy logic decision making.

Summers of 1996 and 1997

Thomas N. Lynn Institute for Healthcare Research

I utilized spectral analysis to study heart rate variability during obstructive sleep apnea, REM sleep, and episodes of GERD. I presented my project on OSA at a national meeting as an oral presentation. I also presented my project on heart rate variability during REM as a poster presentation.

Papers and Presentations

1. Robert D. Okada MD, Kiem Nguyen, J. Michael Lauinger, Iantha Allton, Kristy Sprietzer, Delia Beju, and Gerald Johnson III PhD, "Effects of No Flow and Reperfusion on Kinetics of 99mTcQ12, a New Myocardial Imaging Agent", *Journal of Nuclear Medicine*, 01/1995, Volume 36, Pages 2103-2109
2. Gerald Johnson III PhD, Iantha L. Allton, Kiem N. Nguyen, J. Michael Lauinger, Delia Beju, Roberto Pasqualini, Adriano Duatti, R, "Clearance of 99m Tc-N-Noet in Normal, Ischemic-reperfused, and Membrane-Disrupted Rat Myocardium", *Journal of Nuclear Cardiology*, 01/1995, Vol:3:1, Pages 42-54
3. Robert D. Okada MD, Kiem N. Nguyen, Michael Lauinger, Iantha L. Allton, Gerald Johnson III PhD, "Technetium 99m-Q12 kinetics in perfused rat myocardium: Effects of hypoxia and low flow", *American Heart Journal*, 01/1996, Volume:132:1, Pages 108-115
4. Jie Liang, B. Lin, Iantha L. Harney, J. Chen, W. C. Orr PhD, "Spectral Analysis of Heart Rate Variability During Obstructive Sleep Apnea", *Associated Professional Sleep Societies 11th Annual Meeting*, 06/1997
5. Iantha L. Harney, J. Chen, J. Liang, W. C. Orr, "A Novel Measure of Cardiac Instability During REM Sleep", *Associated Professional Sleep Societies 11th Annual Meeting*, 06/1997

Byard Edwards
285 Mosher Way
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bedwards@stanford.edu

EDUCATION

- MD, Vanderbilt University School of Medicine, Nashville, TN, May 2001
- PhD, Physics, Cornell University, Ithaca, NY, August 1997
- BS in Physics with high honors, University of Texas—Austin, TX, December 1990

POSTDOCTORAL TRAINING

- NCI Body Imaging Fellow, Stanford University, July 1, 2006 through June 30, 2008
- Resident, Radiology, Stanford University Medical Center, July 1, 2002 through June 30, 2006
- Intern, Internal Medicine—Preliminary, Carilion Roanoke Memorial Hospital, Roanoke, VA, July 1, 2001 through June 30 2002

CURRENT RESEARCH INTERESTS

- Diffusion-weighted MRI of the kidneys; co-investigators F.G. Sommer, R. Bammer, B. Myers, B. Ho
- CT of traumatic diaphragmatic injury; co-investigators R. B. Jeffrey, T. Desser
- MRI of appendicitis; co-investigators R.B. Jeffrey, L. Shin
- Intravenous contrast dynamics in MRI; co-investigators D. Fleischmann, R. Bammer
- Individualized molecular imaging of cancer; co-investigator S. Gambhir

LICENSURE AND CERTIFICATION

- Licensed in California, Michigan, North Carolina, and South Carolina
- Board Certified by the American Board of Radiology, June 2006

EMPLOYMENT

- Radiologist (part-time), Vision Radiology (teleradiology), Pittsburgh, PA November 2006- present
- Research Assistant, Department of Cell Biology, Vanderbilt University School of Medicine, summer 1998
- Research Fellow, Bell Laboratories, Murray Hill, NJ, summer 1995

- Research Associate in Physics, Semiconductor Research Corporation, Ithaca, NY, 1993 to 1994
- Teaching Assistant, Department of Physics, Cornell University, 1991 to 1993
- Research Assistant, Applied Research Laboratories, Austin, TX, 1991
- Research Assistant, Department of Plasma Physics, University of Texas--Austin, 1988 to 1990

HONORS AND AWARDS

- Roentgen Resident/Fellow Research Award, RSNA, 2006
- Microbes and Defense Society, 1997
- Outstanding Presentation, "New Phase Transitions in Dense Hydrogen", Gordon Research Conference on Physics at High Pressure, 1996
- Bell Laboratories Fellowship in Physics, 1994 to 1997
- Melvin J. Reiger Scholarship in Physics, University of Texas, 1988 to 1990
- University Scholar, University of Texas, 1988-1990
- University Merit Scholarship, University of Texas, 1986-1990

PUBLICATIONS and PRESENTATIONS

Papers and Invited Presentations

- B. Edwards, G. Sommer, L. Chow, R. Bammer, B. Ho, B. Meyer, "Diffusion Weighted MRI of the Kidneys", Society of Uroradiology, Abdominal Radiology Course 2006, February 2006, Kauai, HI
- B. Edwards & N.W. Ashcroft, "Order in Dense Hydrogen at Low Temperatures", Proceedings of the National Academy of Sciences, 101, 4013-4018 (2004)
- T. Oyama, M. Dikov., P. Cheng, T. Takahashi, K. Takahashi, T. Sepetavec, B. Edwards, Y. Adachi, S. Nadaf, T. Danieel, D. Gabrilovich, D. Carbone, "Vascular Endothelial Growth Factor Effects on NF- κ B Activation in Hematopoietic Progenitor Cells", Cancer Research, 61, 2015-2021 (2001)
- D. Muller, B. Edwards, E. Kirkland, J. Silcox, "Simulation of Thermal Diffuse Scattering Including a Detailed Phonon Dispersion Curve", Ultramicroscopy, 86, 371-380 (2001)
- B. Edwards & N.W. Ashcroft, "Spontaneous Polarization in Dense Hydrogen", Nature, 388, 652-655 (1997) (featured in "News and Views" and listed on the cover)

- T.J. Lenosky, J.D. Kress, I. Kwon, A.F. Voter, B. Edwards, D.F. Richards, S. Yang, J.B. Adams, "Highly Optimized Tight-Binding Model of Silicon", *Physical Review B*, 55, 1528-1544 (1997)
- B. Edwards, N.W. Ashcroft, T.J. Lenosky, T.J. "Layering Transitions and the Structure of Dense Hydrogen", *Europhysics Letters*, 34, 519-524 (1996)

Abstracts

- B. Edwards, L.K. Shin, G. Sommer, B. Ho, B. Myers, R. Bammer, L. Chow, "Evaluation of Renal Function with Diffusion Weighted MRI of the Kidneys", *Proceedings of the ISMRM*, May 2007, Berlin, Germany
- L.K. Shin, B. Edwards, B. Hargreaves, R.B. Jeffrey, A. Thompson, A.C. Brau, R. Busse, P.J. Beatty, R.J. Herfkens, "Evaluation of Accelerated Single Shot Fast Spin Echo (SSFSE) for Imaging of the Appendix", *Proceedings of the ISMRM*, May 2007, Berlin, Germany
- B. Ho, B. Myers, S. Busque, B. Edwards, G. Sommer, J. Tan, "Determinants of Adaptive Hyperfiltration after Nephrectomy in Living Kidney Donors", *American Society of Nephrology Renal Week*, San Diego, CA, November 14, 2006
- B. Ho, B. Edwards, G. Sommer, B. Myers, J. Tan, "Diffusion weighted imaging of the kidneys as a measure of GFR", *World Transplant Conference*, Boston, MA, July 22, 2006

References available upon request

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Brentwood, TN 37027

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Jeffrey Huggett, MD

Graduate Medical Education

Musculoskeletal Radiology Fellowship July, 2002 – June, 2003
University of Virginia
Charlottesville, VA

Diagnostic Radiology Residency July, 1998 – June, 2002
University of Virginia
Charlottesville, VA
Chief resident 2001-2002

Transitional Internship July, 1997 – June, 1998
Oakwood Hospital
Dearborn, MI

Education

Wayne State University School of Medicine
Detroit, MI
M.D. May, 1997

Michigan State University
East Lansing, MI
B.S. in Medical Technology with Honors May, 1993

Professional experience

Advanced Diagnostic Imaging/Premier Radiology
Nashville, TN July 2003- Present
Musculoskeletal Radiologist

Board Certification

ABR Oral examination June 2002
ABR Written examination September, 2001
ABR Physics examination September, 2000
USMLE I, II, & III

Professional Licensure

Active medical licenses in Tennessee, Virginia, Kentucky, Colorado,
Georgia, Idaho, Louisiana, Washington, Maine
Teleradiology license in Texas

**Professional
memberships**

American College of Radiology
Radiological Society of North America
International Skeletal Society
Society of Skeletal Radiology

**Interests and
activities**

Spending time with family, Golf, Fishing, Travel

References

Available upon request

Vineet Sharma
1112 Frances Ave
Nashville, TN 37204
vsharma23@gmail.com

Post-grad Training: University of Utah, Department of Radiology, Salt Lake City, UT
MRI Fellowship. Subspeciality training to include MSK, Body, and Neuro, as well
as Cardiac MR/CT.

University of Utah, Department of Radiology, Salt Lake City, UT
Resident, (2001-2005);

Good Samaritan Hospital, Phoenix, AZ
Transitional Year Intern, completed 2001

Certifications: American Board of Radiology. Certified June 2005.
Level 3 certification in Cardiac CTA and Cardiac MRI, June 2006 (SCCT, SCMR and
ACR criteria). University of Utah Dept. of Radiology.

State Licensure: Utah	Issued	2001	Active
Tennessee	Issued	2006	Active
Louisiana	Issued	2007	Active
Georgia	Issued	2007	Active
Kentucky	Issued	2007	Active
Washington	Issued	2007	Active
Colorado	Issued	2006	Active
Idaho	Issued	2007	Active
Maine	Issued	2006	Active
Alabama	Issued	2007	Active

Education: University of Tennessee College of Medicine, Memphis TN
Medical Doctorate, June 2000
GPA 3.60 USMLE Step 1: 235 (89th %ile)
USMLE Steps 2 and 3: pass

University of Memphis, Memphis, TN
Bachelor of Arts in English Literature, May 1996
GPA 3.89 Summa Cum Laude

University of Memphis, Memphis, TN
Bachelor of Science in Biology, May 1995
GPA 3.45 Magna Cum Laude

Honors: Dean's List 1991-1996, University of Memphis
English Scholar of the Year, 1996, University of Memphis
Nucor-Yamato Merit Scholar, 1992-1995

Memberships: RSNA, ARRS, ACR

Employment: Advance Diagnostic Imaging
3024 Business Park Circle
Goodlettsville, TN 37072
Diagnostic Radiologist, with subspeciality skills in CT/MRI
Current

Uintah Basin Medical Center, Roosevelt UT
Diagnostic Radiologist - all modalities
Interpretation of about 80 studies per day including MR/CT/US
One week, every other month since Feb 2005 (moonlighting)

Hospital Affiliations:

Horizon Medical Center, Dickson, TN
Parkway Regional Hospital Fulton, KY
Southern TN Medical Center Winchester, TN
University Medical Center Lebanon, TN
Eastern Maine Medical Center Bangor, ME
Premier Radiology Pain Management Center Nashville, TN
Williamson Medical Center Franklin, TN
Hendersonville Medical Center Hendersonville, TN
Skyline Medical Center, Nashville, TN

Publication: Sharma et al, The Radiological Spectrum of Small Airways Disease, *Seminars in Ultrasound, CT and MRI*; Vol 23, No 4. August 2002. pp 339-351.

Personal: I have a broad range of literary pursuits from writing poetry and short stories to reading classical and postmodern literature. I enjoy an afternoon lounging on the golf course with friends, as well as cutthroat competition on the basketball or tennis court. Passionate about traveling, wine, and college football.

Curriculum Vitae
Michael J. Spellman, Jr.

Home:
946 Yearling Way
Nashville, Tennessee 37221
(615) 373-9103

Work:
Advanced Diagnostic Imaging, P.C.
3024 Business Park Circle
P.O. Box 249
Goodlettsville, Tennessee 37070-0249
(615) 851-6033

EDUCATION and TRAINING:

Undergraduate Degree

Washington and Lee University
Lexington, Virginia
B.A., Chemistry, *cum laude*
June, 1985

Medical Degree

Saint Louis University School of Medicine
St. Louis, Missouri
M.D.
May, 1994

Postgraduate Training and Experience

Saint Louis University School of Medicine
Surgery Intern
July 1994 through June 1995

Saint Louis University School of Medicine
Surgery/Urology Resident
July 1995 through June 1997

University of Virginia Health System
Radiology Resident
July 1997 through June 2001

University of Virginia Health System
Chief Resident, Radiology
April 1999 through March 2000

University of Virginia Health System
Neuroradiology Fellow
July 2001 through June 2003
Clinical Instructor
Department of Radiology
University of Virginia Health System
July 2002 through June 2003

CURRENT POSITION:

Neuroradiologist, Private Practice
Advanced Diagnostic Imaging, P.C.
Nashville, Tennessee
June 2003 to present

STATE MEDICAL LICENSES:

Colorado:

Active Physician License #44948
Issued June 1, 2007
Expires May 31, 2009

Missouri:

Medical Physician and Surgeon License #105683
Issued 1996
Expires January 31, 2008

Virginia:

Intern and Resident License #0116008678
Issued 1997
Expired June 30, 2002
Medicine and Surgery License #0101231861
Issued October 5, 2001
Expires September 30, 2008

Tennessee:

Medical Doctor License #37553
Issued May 13, 2003
Expires September 30, 2009

Kentucky:

Board of Medical Licensure License #39255
Issued March 17, 2005
Expires March 1, 2008

Texas:

License #TM00115
Issued August 24, 2007
Expires May 31, 2009

Washington:

Physician and Surgeon License #MD00047262
Issued October 31, 2006
Expires September 18, 2009

Virginia

License #0101231861
Issued October 05, 2001
Expires September 30, 2008

Georgia:

License #060323
Issued December 7, 2007
Expires December 30, 2009

Maine:

License #017616
Issued October 26, 2007
Expires September 30, 2009

CERTIFICATION:

Diagnostic Radiology, The American Board of Radiology

PROFESSIONAL SOCIETIES:

American College of Radiology (ACR)

Radiological Society of North America (RSNA)

American Society of Neuroradiologists (ASNR), Senior Member

HONARY SOCIETIES, HONORS AND AWARDS:

Washington and Lee University:

Dean's List
Honor Roll
Robert E. Lee Research Scholar, Chemistry
ALPHA EPSILON DELTA

Michael J. Spellman, Jr.

Saint Louis University School of Medicine
Summer Research Fellowship
Resident Teacher Award, 1997

University of Virginia:
Introduction to Research Program, RSNA, 1998
Most Outstanding Fellow Award, 2003

ACTIVITIES:

Washington and Lee University:
White Book (Honor Code) Revisions Committee
Secretary for Mock Convention - New York State Delegation

Saint Louis University School of Medicine
Freshman Orientation 1991
Support Group Leader - Advisor to incoming freshman
Course evaluator for Death and Dying and Neuroscience II
Honor Council Representative, 1990-1994

RESEARCH EXPERIENCE:

June 1983-August 1983

Cornell University Medical College: one summer as a Research Assistant. Project involved a bioassay and radioimmunoassay to detect thromboxane synthesis from hydronephrotic rabbit kidneys.

July 1985-June 1986

University of California, San Francisco:
Staff Research Associate for the Cancer Research Institute. Projects involved looking at drug effects on various types of cancer cells through cloning experiments and RNA preparations.

June 1986-July 1988

University of California, San Francisco:
Staff Research Associate for the Department of Anesthesia. Projects involved pharmacokinetics and pharmacodynamics of various narcotics and muscle relaxants using both human and ovine models, along with extensive computer analysis of collected data and computer graphics.

July 1988-August 1990

University of California, San Francisco:
Staff Research Associate for the Department of Anesthesia. Project involved respiratory physiology and the performance of pulse oximeters at various hypotensive and

Michael J. Spellman, Jr.

hypoxic states.

Summer 1991

University of California, San Francisco:
Student in the Department of Anesthesia. Investigated
hypoxic ventilatory responses during acclimation to high
altitude.

2001-2003

University of Virginia:
Fellow in Department of Radiology. Development of
Magnetic Resonance Ventilation/Perfusion Scan and
Virtual Colonoscopy using hyperpolarized noble gases;
high resolution carotid artery magnetic resonance
angiography and functional paranasal sinus imaging

BIBLIOGRAPHY:

Papers published, in press, or accepted for publication in peer reviewed journals

1. Gauntlett IS, Fisher DM, Hertzka RE, Kuhls E, Spellman MJ, Rudolph C: Pharmacokinetics of fentanyl in neonatal humans and lambs: Effects of age. *Anesthesiology* 69:683-687, 1988.
2. Hertzka RE, Gauntlett IS, Fisher DM, Spellman MJ: Fentanyl-induced ventilatory depression: Effects of age. *Anesthesiology* 70:213-218, 1989.
3. Kitts JB, Fisher DM, Canfell PC, Spellman MJ, Caldwell JE, Heier T, Fahey MR, Miller RD: Pharmacokinetics and pharmacodynamics of atracurium in elderly. *Anesthesiology* 72:272-275, 1990.
4. Fisher DM, Canfell PC, Spellman M, Miller RD: Pharmacokinetics and Pharmacodynamics of atracurium in infants and children. *Anesthesiology* 73:33-37, 1990.
5. Severinghaus JW, Spellman MJ: Pulse oximeter failure thresholds in hypotension and ischemia. *Anesthesiology* 73:532-537, 1990.
6. Xu FD, Spellman MJ, Sato M, Baumgartner JE, Ciricillo SF, Severinghaus JW: Anomalous hypoxic acidification of medullary ventral surface. *Journal of Applied Physiology* 71:2211-2217, 1991.
7. Severinghaus JW, Xu FD, Spellman MJ: Benzocaine and methemoglobin:recommended FDA action (letter to the editor). *Anesthesiology* 74:385-386, 1991.
8. Sato M, Severinghaus JW, Powell FL, Xu FD, Spellman MJ: Augmented hypoxic ventilatory response in man at altitude. *Journal of Applied Physiology* 73:101-107, 1992.
9. Xu F, Sato M, Spellman MJ, Mitchell RA, Severinghaus JW: Topography of cat medullary ventral surface hypoxic acidification. *Journal of Applied Physiology* 73:2631-2637, 1992.
11. Mugler III JP, Driehuys B, Hagspiel K, Ruppert K, Cates G, Altes T, Spellman M, Munger T, Mata J, Brookeman J: Dissolved-Phase Xe-129 spectroscopy: impact of polarization improvements. Accepted for publication in the journal *European Radiology*, June 1999.

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12. Hagspiel K, Altes T, Mugler III JP, Spellman M, Mata J, Tustison N, Rudy R, Brookeman J: MR virtual colonoscopy and hysterosalpingography using hyperpolarized helium-3 as an endoluminal contrast agent. Accepted for publication in the journal European Radiology, June 1999.
13. Hagspiel K, Mugler III JP, Altes T, De Lange E, Knight-Scott J, Munger T, Berr S, Mai V, Daniel T, Spellman M, Mata J, Bogorad P, Driehuys B, Gentile T, Jones G, Thompson A, Brookeman J: Static MR imaging of the airways using hyperpolarized He-3 and Xe-129: The University of Virginia Experience. Accepted for publication in the journal European Radiology, June 1999.
14. Hagspiel K, Spellman MJ, Altes T, Mugler J, Brookeman J: Magnetic Resonance Colonography employing polarized nobel gases, a novel technique. Radiology submitted for publication.
15. Spellman MJ: Deviation of the descending thoracic aorta as a sign left of atrial enlargement. Submitted to Radiology.
16. Spellman MJ, Longo WE, Parra RO: Locally advanced rectal carcinoma involving the urinary tract: Salvage treatment with pelvic exenteration and colon urinary diversion. For submission to Journal of Pelvic Surgery.

ABSTRACTS:

1. Hertzka RE, Fisher DM, Gauntlett IS, Spellman M: Are infants sensitive to respiratory depression from fentanyl? Anesthesiology 67:A512, 1987.
2. Kitts JB, Fisher DM, Canfell PC, Spellman MJ, Cauldwell JB, Heier T, Fahey MR, Miller RD: Pharmacokinetics of atracurium in elderly and young adults. Anesthesiology 69:A482, 1988.
3. Xu F, Severinghaus JW, Spellman MJ, Sato M: hypoxia uniquely acidifies medullary ventral surface ECF. FASEB A4342, April 1991.
4. Ruppert K, Brookeman JR, Spellman MJ, Hagspiel KD, Driehuys B, Munger T, Mugler JP: Temporal dynamics of hyperpolarized ¹²⁹Xenon in the dog chest during a breath-hold period. ISMRM 319, May, 1999.
5. Wu RH, Kallmes DF, Spellman MJ, Marx W: Accuracy of contrast enhanced MR Angiography in the model of carotid artery stenosis. ISMRM1916, May, 1999.

Michael J. Spellman, Jr.

6. Wu RH, Kallmes DF, Spellman MJ, Fujiwara N, Christopher JM, Mugler JP: High resolution contrast enhanced MR Angiography in the model of carotid artery. RSNA198, November, 2000

PRESENTATIONS:

1. "Voiding dysfunction following proctectomy for malignant disease," The American Society of Colon and Rectal Surgeons, Seattle, Washington, June 12, 1996
2. "MR Virtual colonoscopy using hyperpolarized helium-3 as an endoluminal contrast agent," International Society for Magnetic Resonance in Medicine, Philadelphia, Pennsylvania, May 27, 1999.
3. "Web-based system for faculty evaluations," Association of University Radiologists, Orlando, Florida, April, 8, 2000.
4. "Fluoroscopically-guided balloon dilations of the gastrointestinal tract strictures: Review of primary complications." RSNA, Chicago, Illinois, November, 29, 2000.

Curriculum Vitae

Brett L Thorstad, MD

PERSONAL DATA

Date of Birth	07/15/1957 Montgomery, AL, USA
Marital Status	Married
Citizenship	USA
Residence	2303 Golf Club Lane Nashville, TN 37215 (615) 298-1289(Home)
Business Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615) 851-6033 (Office) (615) 851-2018 (Fax)

EDUCATION

Undergraduate University of Alabama - Tuscaloosa Tuscaloosa, AL BS	07/01/1975 - 05/31/1979
Medical School University of Alabama, School of Medicine Birmingham, AL MD	07/01/1982 - 06/30/1986
Residency University of Alabama Hospital Birmingham, AL	07/01/1987 - 06/30/1991 Diagnostic Radiology
Residency University of Alabama Hospital Birmingham, AL	07/01/1986 - 06/30/1987 Nuclear Medicine
Fellowship University of Alabama Hospital Birmingham, AL	07/01/1991 - 06/30/1993 Neuroradiology

EMPLOYMENT HISTORY

Premier Radiology Pain Management Center 28 White Bridge Rd Suite 104 Nashville, TN 37205	08/19/2005 - Present
Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	03/01/1994 - Present

Advanced Diagnostic Imaging, P.C.
3024 Business Park Circle
Goodlettsville, TN 37072

03/01/1994 - Present

University of Alabama Hospitals
619 S 19th Street
Birmingham, AL 35233

07/01/1993 - 02/28/1994

HOSPITAL AFFILIATIONS

Provisional Associate
Horizon Medical Center
Dickson, TN

09/27/2007 - 09/26/2008

Associate
University Medical Center
Lebanon, TN

06/13/2007 - Present

Active
Premier Radiology Pain Management Center
Nashville, TN

06/01/2005 - 05/31/2008

Active
Williamson Medical Center
Franklin, TN

05/27/1999 - 06/30/2008

Active
Hendersonville Medical Center
Hendersonville, TN

01/12/1999 - 01/31/2008

Active
Skyline Medical Center
Nashville, TN

03/16/1994 - 06/30/2008

MEDICAL LICENSURE

CO DR-45099
OK 20589
MA
KY 33667
TX K4270
LA
FL ME72892
NV
TN 25159
AL 13508

10/23/2006 - 05/31/2009
03/26/1998 -
12/17/1997 -
12/17/1997 - 03/01/2009
11/22/1997 -
09/17/1997 -
04/23/1997 -
04/18/1997 -
12/16/1993 - 07/31/2009
06/30/1987 - 12/31/2008

SPECIALTIES

Board Certified
American Board of Radiology

Radiology, Diagnostic

11/09/1992

ASSOCIATIONS & AFFILIATIONS

American Society of Neuroradiology
RSNA
Society of Nuclear Medicine

Member
Member
Member

PUBLICATIONS

Article

- | | |
|--|------------|
| - Bilateral fetal nephromegaly | 01/01/1991 |
| - Radionuclides in Uco - and Nephrology | 01/30/1989 |
| - Kidney Imaging with TC-99m-MAG3 a technetium labeled analog of hippuran | 01/01/1989 |
| - Quantitation of renal function with TC-99m MAG3 | 01/30/1988 |
| - Comparison of TC-99m-MAG3 with I-131 Hippuran by a simultaneous dual channel technique | 01/30/1988 |
| - Abnormal captopril renogram with a technetium labeled hippuran analog | 01/01/1988 |
| - The periholecystic hepatic activity sign in a normal DISIDA study | 01/30/1987 |
| - A rare cause of death form pancreatic carcinoma | 01/01/1987 |

Jeffrey T. Williams, MD

1911 Beechwood Ave.
Nashville, TN 37212

615-292-9147 H

615-483-1015 C

jtwilliams1972@hotmail.com

Education:

**Barrow Neurological Institute, Phoenix, AZ
Neuroradiology Fellowship**

July 2003 – June 2005: ABR Subspecialty Board Certificate: November, 2007

**University of Tennessee, Memphis, TN
Diagnostic Radiology Residency**

June 1999 – June 2003: ABR Board Certificate: June 4, 2003

**University of Tennessee, Memphis, TN
Internal Medicine Internship**

June 1998 – June 1999

**University of Tennessee College of Medicine; Memphis, TN
1994-1998**

- AMA Medical Student Executive Council Representative (1995 – 1997)
- IMHOTEP Society – In recognition of service and leadership
- Peer Counselor / Faculty Mentor Program – to serve as catalyst in providing support for first year students (1994 – 1998)
- USMLE: Step 1 (1996), Step 2 (1997), Step 3 (1998)

David Lipscomb University; Nashville, TN

1990-1994: BS in Applied Chemistry with Business Management Minor

- Alpha Chi National Honor Society – the top 10% (1994)
- Athletic and academic scholarships
- Director of University Orientation, "Quest" (1992 – 1994)
- Honor Code Council (1992 – 1994)
- Magna cum Laude (1994)
- University Senator (1990 – 1992), Chair of the Academic Committee

**David Lipscomb High School; Nashville, TN
Graduated 1990**

Professional Activities:

Chief Fellow

Department of Neuroradiology; Barrow Neurological Institute

Chief Resident

Department of Radiology; University of Tennessee

Medical Education Committee

Department of Radiology; University of Tennessee

Representative to the GME Residents Association

Department of Radiology; University of Tennessee

ACGME Resident Representative for Department of Radiology

University of Tennessee

Resident Resources Committee

Department of Radiology; University of Tennessee

Awards:

2003 RSNA Roentgen Resident/Fellow Research Award

**Ettman Scholar, Department of Radiology, Univ. of Tennessee
2002**

Golden Apple Teaching Award for 1998-1999

Recipient selected by the student body at the University of Tennessee
College of Medicine

Publications:

**"A New Universal Colostomy Tip for Barium Enemas of the Colon,"
Williams J, Scott R; AJR 2003; 180:1330 -1331**

Professional Organizations:

**American Association of Academic Chief Residents in Radiology (2002- 2003)
American College of Radiology
American Roentgen Ray Society
American Society of Neuroradiology, Senior Member
Radiological Society of North America**

Employment:

**Advanced Diagnostic Imaging, P.C. Goodlettsville, TN
2005 - Present**

**Medical Student Extern, Methodist Hospital, Memphis, TN
1996 - 1998**

**Surgical Assistant, Southern Hills Hospital, Nashville, TN
1996**

Interests:

**Fly fishing, reading, running,
skiing, and travel**

References:

Available on request

Michael R. Couden, M.D.
 414-35-0164
 1205 Taggartwood Drive
 Brentwood, TN 37027
 Coudenam@comcast.net

Education

Current: Interventional and Diagnostic Radiologist with Advanced Diagnostic Imaging- Nashville, TN

Fellowship: Vascular and Interventional Radiology, MUSC 2001-2002
 Certificate of Additional Qualification , 11/04

Residency: Medical University of South Carolina 1997-2001; Board-Certified in Diagnostic Radiology, 6/01

Internship: University of Tennessee at Chattanooga, 7/1996 - 6/1997

Medical School: University of Tennessee at Memphis, 8/1992 - 6/1996

Undergraduate: Rhodes College, Memphis; B.S. in Biology, May 1992

High School: Father Ryan High School, Nashville, TN Class Rank: 9/243

Honors and Extracurricular Activities

Residency: Chief Resident 2000-2001
 Resident Representative for MUSC House Staff 1999-2000
 Representative at ACR Meeting - Washington, D.C., 1999;
 New York, N.Y., 2000
 Distinguished Achievement ACR Inservice Exam- 2nd Year (>70%ile)
 1st Place Award Proven Case Conferences- First Year Residents

Medical School: Peer Counselor 1992-1993
 Class Social Chairman 1992-1994
 Intramural Soccer and Basketball 1992-1995
 Completed Memphis Marathon 1995

Undergraduate: Presidential Scholarship 1988-1992
 Dean's List 1991-1992 (GPA=3.7)
 Honor Roll Fall 1992 (GPA=4.0)
 Varsity Soccer Starter 1988-1992
 Captain, Soccer Team 1992
 Sigma Nu Fraternity 1988-1992
 Intrafraternity Council Representative 1991
 Beta Beta Beta Biology Honor Society 1992

Research

NIH Medical Student Grant, summer 1993

Curriculum Vitae

John Joseph Alarcon, MD

PERSONAL DATA

Date of Birth	02/04/1961
Place of Birth	Chicago, IL, USA
Marital Status	Married
Citizenship	USA
Residence	1220 Waterstone Blvd Franklin, TN 37069 (615) 661-9065
Primary and Business Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615) 851-6033 (Office) (615) 851-2018 (Fax)

EDUCATION

Undergraduate Emory University Atlanta, GA BA	09/01/1979 - 06/30/1982
Medical School Medical College of Georgia Augusta, GA MD	09/01/1982 - 06/30/1986
Internship The Malden Hospital Malden, MA	07/01/1986 - 06/30/1987
Residency Emory University Atlanta, GA Diagnostic Radiology	07/01/1987 - 06/30/1991
Fellowship Vanderbilt Children's Hospital Nashville, TN Neuroradiology	07/01/1991 - 06/30/1992

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, P.C. 3024 Business Park Circle P.O. Box 249 Goodlettsville, TN 37020	06/28/1999 - Present
Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	06/28/1999 - Present

EMPLOYMENT HISTORY *CONTINUED*

Scottish Rite Children's Medical Center
1001 Johnson Ferry Rd. N.E.
Atlanta, GA 30342

09/16/1993 - 05/28/1999

HOSPITAL AFFILIATIONS

Skyline Medical Center
Nashville, TN
Active

12/21/1999 - Present

Horizon Medical Center
Dickson, TN
Active

09/27/2007 - Present

University Medical Center
Lebanon, TN
Courtesy

05/03/2007 - Present

Premier Radiology Pain Management Center
Nashville, TN
Active

06/01/2005 - Present

Hendersonville Medical Center
Hendersonville, TN
Active

11/06/2001 - Present

Williamson Medical Center
Franklin, TN
Associate

02/22/2001 - Present

Parkway Regional Hospital
Fulton, KY
Consulting/Telemedicine

05/14/2008 - Present

Kindred Hospital
Franklin, TN
Active

05/02/2008 - Present

Middle Tennessee Mental Health Institute
Nashville, TN
Courtesy

02/22/2001 - Present

Bedford County Medical Center
Shelbyville, TN
Active

08/21/2003 - 08/18/2004

Tennessee Christian Medical Center
Madison, TN
Inactive

09/15/1999 - 09/10/2006

MEDICAL LICENSURE

AL	SP.10	10/24/2007 - Present
CO	45463	03/28/2007 - Present
KY	36309	03/22/2001 - Present
TN	21658	07/02/1991 - Present
GA	032508	12/07/1989 - Present

SPECIALTIES

Board Certified

American Board of Radiology
American Board of Radiology

Neuroradiology
Radiology, Diagnostic

34842
34842

11/01/1997 - 11/30/2007
11/25/1991 - Present

ASSOCIATIONS & AFFILIATIONS

ACR
American Society of Neuroradiology
RSNA

Member
Member
Member

PUBLICATIONS

Article

- Creasy JL, Alarcon JJ: Magnetic Resonance Imaging of Neurocysticercosis. Topics in Magnetic Resonance Imaging 6(1): 59-68, 1994.
- Vassiliades VG, Foley WD, Alarcon JJ, Lawson T, Erickson S, Kneeland JB, Steinberg HV, Bernardino MB: Hepatic Metastases: CT Versus MR Imaging at 1.5T. Gastrointestinal Radiology 16:159-163, 1991.
- Steinbert HV, Alarcon JJ, Bernardino MB: Focal Hepatic Lesions: Comparative MR Imaging at 0.5 and 1.5T. Radiology 174: 153-156, 1990.

Curriculum Vitae

Steven Michael Blount, MD

PERSONAL DATA

Date of Birth	06/26/1961 Oceanside, CA, Camp Pendleton USA
Marital Status	Married
Citizenship	USA
Residence	1434 Moran Road Franklin, TN 37069 (615) 309-0161 (Home)
Business Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072 (615) 851-6033 (Office) (615) 851-2018 (Fax)

EDUCATION

Undergraduate University of Colorado Boulder, CO BA	08/01/1980 - 12/01/1983
Medical School East Tennessee State University Johnson City, TN MD	08/15/1985 - 05/06/1989
Residency Vanderbilt University Medical Center Nashville, TN	07/01/1989 - 06/01/1993 Radiology
Fellowship Vanderbilt University Medical Center Nashville, TN	07/01/1993 - 06/01/1994 Radiology, Interventional

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, P.C. 3024 Business Park Circle PO Box 249 Goodlettsville, TN 37072	03/01/1995 - Present
Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	03/01/1995 - Present

Steven M Blount MD
2817 White Oak Drive
Nashville, TN 37205

07/01/1993 - 07/01/1996

St Judes Childrens Hospital
Memphis, TN

01/01/1984 - 02/28/1985

HOSPITAL AFFILIATIONS

Active
Horizon Medical Center
Dickson, TN

09/20/2007 - Present

Courtesy
University Medical Center
Lebanon, TN

06/13/2007 - Present

Active
Premier Radiology Pain Management Center
Nashville, TN

07/25/2005 - Present

Associate
Williamson Medical Center
Franklin, TN

02/25/1999 - Present

Active
Hendersonville Medical Center
Hendersonville, TN

01/12/1999 - Present

Active
Skyline Medical Center
Nashville, TN

12/18/1995 - Present

Courtesy
Middle Tennessee Mental Health Institute
Nashville, TN

03/14/2008 - Present

Consulting
Parkway Regional Hospital
Nashville, TN

04/23/2008 - Present

Active
Kindred Hospital
Nashville, TN

05/02/2008 - Present

MEDICAL LICENSURE

AL 20495
CO DR-45092
KY 33781
TN 21964

02/26/2008 - Present
10/16/2006 - Present
03/19/1998 - Present
10/23/1991 - Present

SPECIALTIES

Board Certified
American Board of Radiology

Radiology, Diagnostic

06/10/1993

Curriculum Vitae

Jack Michael Friday, MD

2011 DEC 15 PM 3: 54

PERSONAL DATA

Date of Birth	11/16/1961 Gastonia, NC, USA
Marital Status	Married
Citizenship	USA
Residence	1159 Gateway Lane Nashville, TN 37220
Primary Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Number	(615) 373-0626 (Home)
Business Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615) 851-6033 (Office) (615) 851-2018 (Fax)
UPIN	F44380

EDUCATION

Undergraduate University of North Carolina at Chapel Hill Chapel Hill, NC BA	08/15/1980 - 05/10/1984
Medical School University of North Carolina at Chapel Hill Chapel Hill, NC MD Clinical Medicine Rotation and Student Health Alliance Clinic	08/01/1984 - 05/30/1988
Internship University of Florida Gainesville, FL	07/01/1988 - 06/01/1989 Internal Medicine
Residency Tulane University Hospital New Orleans, LA	07/01/1989 - 06/30/1990 Radiology
Residency University of Virginia Charlottesville, VA	07/01/1990 - 06/01/1993 Radiology
Fellowship University of Florida, College of Medicine Gainesville, FL	07/01/1993 - 06/30/1994 Cardiovascular & Interventional Radiology

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, P.C.
3024 Business Park Circle PO Box 249
Goodlettsville, TN 37072

10/01/1999 - Present

Premier Radiology
28 White Bridge Rd Suite 111
Nashville, TN 37205

10/01/1999 - Present

Hill Radiology Associates, P.C.
3024 Business Park Circle
Goodlettsville, TN 37072

08/01/1994 - 09/30/1999

HOSPITAL AFFILIATIONS

Active

09/27/2007 - Present

Horizon Medical Center
Dickson, TN

Associate

05/03/2007 - Present

University Medical Center
Lebanon, TN

Consulting

08/21/2003 - 08/18/2004

Bedford County Medical Center
Shelbyville, TN

Associate

11/18/1999 - Present

Williamson Medical Center
Franklin, TN

Active

11/21/1994 - Present

Skyline Medical Center
Nashville, TN

Active

11/01/1994 - Present

Hendersonville Medical Center
Hendersonville, TN

Courtesy

11/01/1994 - 06/12/2007

Summit Medical Center
Hermitage, TN

Active

10/25/1994 - 11/23/2005

Tennessee Christian Medical Center
Madison, TN

MEDICAL LICENSURE

AL SP.19
TN 25800
KY 29216
VA 0101046771
NC 38262

11/09/2007 - Present
07/01/1994 - Present
11/06/1992 - Present
07/01/1991 - Present
08/19/1989 - 11/16/2004

DEA INFORMATION

DEA

BF2883002

10/14/1994 - Present

SPECIALTIES

Board Certified
American Board of Radiology

Radiology, Diagnostic

06/10/1993 - Present

ASSOCIATIONS & AFFILIATIONS

VIR
RSNA

Member
Member

PUBLICATIONS

Article

- Oblique projections in aortography following blunt trauma 06/01/1989

Speech

- Spurious ST segment depression due to atrial repolarization and further characterization of the Ta wave 01/01/1987
- Use of Captain for control of Sarcophaga Bullata through chitin synthesis inhibition 01/01/1983
- Reactivity of diabetic rat hearts and aortae to various neurotransmitters 01/01/1983
- Synthesis of candidate anti-cancer compounds for NCI tumor panel 01/01/1982

Michael S. Metzman, M.D.

Home Address

926 Overton Lea
Nashville, TN 37220
(615) 298-3680
mickmet@comcast.net

Business Office

Advanced Diagnostic Imaging, PC
3024 Business Park Circle
Goodlettsville, TN 37072
Phone (615) 851-6033; Fax (615) 851-2018

Education

Institution	Dates	Degree
University of Pennsylvania	1974-1978	BA - Biology
Hahnemann University College of Medicine	1978-1982	M.D.
Good Samaritan Hospital - Internship	1982-1983	Internal Medicine
Emory University Hospital - Residency	1983-1987	Radiology, Diagnostic
Emory University Hospital - Fellowship	1987-1988	Neuroradiology

Work Experience

Advanced Diagnostic Imaging, PC, Radiologist, April 1, 1991 to present
NOL, LLC d/b/a Premier Radiology, Radiologist, April 1, 1991 to present
DeKalb Medical Center, Radiologist, July 1, 1988 to March 31, 1991

Facility Affiliations

Williamson Medical Center
Skyline Medical Center
Hendersonville Medical Center
RADS of America, LLC d/b/a Premier Radiology Pain Management Center
University Medical Center
Horizon Medical Center
Middle TN Mental Health Institute
Kindred Hospital
Baptist Women's Health Center, LLC d/b/a The Center for Spinal Surgery

License & Registrations

State	License #	Issue Date
TN	21291	February 13, 1991
KY	36851	November 6, 2001
AL	SP.23	November 29, 2007
CO	45081	October 6, 2006
WA	00047255	October 28, 2006

Specialties

American Board of Radiology Radiology, Diagnostic December 1987

Society Memberships

American College of Radiology
Radiological Society of North America
American Medical Association
Medical Association of Tennessee

Publications

MRI in the Diagnosis of Lesions of the Head and Neck November 1989

Paul C. Nau, M.D.

Home Address 9101 Brentmeade Blvd
Brentwood, TN 37027-8525
(615) 373-2178
pcnau@comcast.net

Business Office Advanced Diagnostic Imaging, PC
3024 Business Park Circle
Goodlettsville, TN 37072
Phone (615) 851-8033; Fax (615) 851-2018

Education	Institution	Dates	Degree
	Bellarmine College	1973-1976	BA
	University of Louisville Medical School	1976-1980	M.D.
	University of Louisville, School of Medicine	1980-1983	Radiology, Diagnostic
	Saint Louis University Hospitals	1983-1984	CT/Ultrasound
	Vanderbilt University Medical Center	1982-1993	Neuroradiology

Work Experience

Advanced Diagnostic Imaging, PC, Radiologist	July 1, 1988 to present
NOL, LLC d/b/a Premier Radiology, Radiologist	July 1, 1988 to present
Medical Center at Bowling Green, KY, Radiologist	June 1, 1984 - June 30, 1988

Facility Affiliations

- Williamson Medical Center
- Skyline Medical Center
- Hendersonville Medical Center
- RADS of America, LLC d/b/a Premier Radiology Pain Management Center
- University Medical Center
- Horizon Medical Center
- Middle TN Mental Health Institute
- Kindred Hospital
- Baptist Women's Health Center, LLC d/b/a The Center for Spinal Surgery

License & Registrations	State	License #	Issue Date
	TN	19285	November 1, 1988
	KY	21615	August 6, 1981
	AL	SP.16	October 24, 2007
	CO	45569	April 24, 2007
	WA	00047626	November 14, 2006

Board Certification

American Board of Radiology	Radiology, Diagnostic	June 1984
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Society Memberships

- American College of Radiology
- Radiological Society of North America
- American Society of Neuroradiology Senior Member
- American Roentgen Ray Society
- International Spine Intervention Society

Curriculum Vitae

Personal

Name: Marc Gregory Soble, M.D.
Address: 9610 Lineberger Court
Brentwood, TN 37027
Home Phone: (615) 776-7327
Cell Phone: (615) 653-1023
Email: mlgi89@comcast.net
Date of Birth: November 6, 1958
Place of Birth: Bryn Mawr, Pennsylvania
Marital Status: Married

Present Position:

12/02-Present Partner, Advanced Diagnostic Imaging
3024 Business Park Circle
Goodlettsville, Tn.

12/02- Present Partner, Premier Radiology
Nashville, Tn.

Previous Positions:

8/01-12/02 Chief Radiologist-Wellscreen Screening CT
Centers-Baltimore, Md.

7/91-12/02 Partner- Quantum Imaging and Therapeutic
Associates- Lewisberry, Pa.

1/97-12/01 Director and Secretary- Board of Directors-
Quantum Imaging and Therapeutic Associates-
Lewsiberry, Pa.

6/05- 7/07 Chief of Radiology, Skyline Medical Center
3441 Dickerson Pike- Nashville, TN

Prior Post Graduate Education

Fellowship 7/90-6/91 CT/US/MRI
University of Michigan
Department of Radiology

University of Michigan Medical Center
University Hospital
1500 E. Medical Center Drive
Ann Arbor, MI 48109
(313) 935-4491

Residency 7/86-6/90

Diagnostic Radiology
Bridgeport Hospital
Department of Radiology
267 Grant Street/Box 50000
Bridgeport, CT 06610
(203) 384-3169

Internship 7/85-6/86

Internal Medicine
St. Vincent Hospital
Worcester, MA

Education

Medical School 8/81-5/85

Georgetown University M.D.

Undergraduate 9/77-5/79
9/80-5/81

Lafayette College
B.A. Chemistry
Cum Laude
Freshman Chemistry Achievement Award

8/79-5/80

Georgetown University
Visiting Student

Research Positions

7/79-8/80

National Institute of Mental Health

Assisted with development of radioimmunoassay of endogenous opioids in human plasma.

Assisted with investigation of relationship of endogenous plasma levels to psychiatric illness.

Original Research: Investigation of relationship of endogenous opioid plasma levels to acute ethanol intoxication.

Medical License

TN 11/02 - Present
KY 11/03 - Present
ME 12/06 - Present

ID 01/07 - Present
GA 02/07 - Present
AL 10/07 - Present

Specialty Certification

Certified by American Board of Radiology-6/90
Radiology Written Examination 10/89 (Physics 92%/ Diagnostic 80%)

Society Memberships

RSNA
ACR
SCCT

Publications and Research

Soble, M., Kaye, A., Guay, R. Rotator Cuff Tear: Clinical Experience with Sonographic Detection. Radiology 1989: 173; 319-321.

Cardi, P., Soble, M., Heller, C. Atypical Presentation of Testicular Carcinoma. AJR 1988:151; 200.

Naber, D., Soble, M., Pickar, D. Ethanol Increases Opioid Activity in Normal Volunteers. Pharmacopsychiatry 1981:1:160-191.

Naber, D., Pickar, D., Dione, B., Bowie, D., Ewels, B., Moody, S., Soble, M., Pert, C. Assay of Endogenous Opiate Receptor Ligands in Human CSF and Plasma. Sub. Alch. Actions/Misuse. 1980:1; 83-91.

Oral Presentation

Sonographic Detection of Rotator Cuff Tear: Clinical Experience. RSNA, 11/88, Chicago, IL.

Sonographic Examination of Rotator Cuff. Bridgeport Hospital Scientific Symposium, 3/89, Bridgeport, CT.

Patents

Device to Aid in Interpretation Mammograms-utility patent 7/99.

Skills

General Radiology (CT/US)
MRI (Neuro/MSK/Body/Breast)
Mammography
PET
Computed Tomography Angiography (CTA)
Level II- Cardiac CCTA October 2007

CURRICULUM VITAE

NAME: James Centre King III, M.D.

ADDRESS:

Residence: 4004 Iroquois Avenue
Nashville, TN 37205
Phone: (615) 665-7071

Business: Advanced Diagnostic Imaging
3024 Business Park Circle
Goodlettsville, TN 37072

PERSONAL INFORMATION:

Birthplace and Date: Nashville, Tennessee
December 29, 1960

Citizenship: United States of America

Marital Status: Married

EDUCATION:

Vanderbilt University 1979-1983
Nashville, Tennessee
B.A. Molecular Biology
(summa cum laude)

Vanderbilt University 1983-1987
School of Medicine
Nashville, Tennessee
M.D.

2011 DEC 15 PM 3: 54

James C. King III, M.D.
Curriculum Vitae
Page 2

POSTDOCTORAL TRAINING:

<i>Residency:</i>	Vanderbilt University School of Medicine Nashville, Tennessee (Internal Medicine)	1987-1988
	Vanderbilt University School of Medicine Nashville, Tennessee (Diagnostic Radiology)	1988-1992
	Chief Resident	1991-1992
<i>Fellowship:</i>	Bowman Gray School of Medicine Winston-Salem, North Carolina (Neuroradiology)	1992-1994

UNIFORMED SERVICE:

Tennessee Air National Guard Flight surgeon, 118th Tactical Hospital Highest Rank Attained: Major	1988-1993
Honor graduate U.S.A.F. Aerospace Medicine Primary Course	1990

CERTIFICATION:

American Board of Radiology	June 1992
National Board of Medical Examiners	July 1988
Certificate of Added Qualification Neuroradiology	1995 - 2005 2007 - 2017

PROFESSIONAL LICENSURE: Tennessee (#MD019019)

7/8/1988 -- present

Kentucky (#27053)

2/15/1990 -- present

Colorado (DR-44823)	7/6/2006 - present
Washington (MD00046988)	8/11/2006 - present
Georgia (058976)	2/2/2007 - present
Idaho (M9784)	1/2/2007 - present
Maine (017311)	12/6/2006 - present
Louisiana	3/17/2008 - present
Alabama	11/29/2007 - present
Arkansas	Pending
North Carolina (35947)	9/19/92 - 7/20/95

EMPLOYMENT:

Radiologist	1994 - present
Executive Committee Member	2000 - present
Advanced Diagnostic Imaging, PC	
Goodlettsville, Tennessee	

PROFESSIONAL MEMBERSHIPS:

Radiological Society of North America	1992 - present
American College of Radiology	1992 - present
American Roentgen Ray Society	1992 - present
American Society of Neuroradiology (Senior member)	1994 - present
Middle Tennessee Radiological Society President, May 1998 - April 1999	1994 - 2000

GRANTS:

Berlex Laboratories
February 1, 1993 - June 30, 1994
\$36,576
Subinvestigator

James C. King III, M.D.
Curriculum Vitae
Page 4

"The Evaluation of the Safety and Efficacy of Intravenous Gadopentetate Dimeglumine at 0.3 mmol/kg Body Weight in Adult Patients with Known Primary Carcinoma Who Have a Definite or Suspected Metastatic Lesion(s) of the Central Nervous System."

LECTURES, SPEECHES & PRESENTATIONS:

1. King JC, Mathews VP, Williams DW, Ginsberg LE, Keyes JW Jr, Greven KM. CT and PET features of large metastatic lymph nodes of the neck. Presented at the 31st Annual Meeting of the American Society of Neuroradiology, Vancouver, British Columbia, May 16, 1993.
2. King JC. Imaging evaluation of cerebral ischemia. Presented to the North Carolina Society of Radiologic Technologists, High Point, North Carolina, September 18, 1993.
3. King JC, Mathews VP, Elster AD, Hamilton CA, Strottmann JM. Cranial MR imaging using magnetization transfer contrast: appearance of normal structures before and after gadolinium. Presented at the 79th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, December 1, 1993.
4. Mathews VP, King JC, Elster AD, Hamilton CA, Strottmann JM. Magnetization transfer and high-dose gadolinium in MR of acute cerebral infarction. Presented by VP Mathews at the 79th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, December 2, 1993.
5. Ginsberg LE, Stump DA, King JC, Deal DD, Moody DM. In vitro sonographic air emboli detection: glass versus plastic syringes and implications for neuroangiography. Presented by LE Ginsberg at the 79th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, December 1, 1993.
6. Ulmer JL, Elster AD, Mathews VP, King JC. The "wide canal sign": evaluation of a method for distinguishing degenerative and isthmic spondylolisthesis on sagittal MR images. Presented by JL Ulmer at the annual meeting of the American Roentgen Ray Society, New Orleans, Louisiana, April 24 - 29, 1994.
7. Mathews VP, Ulmer JL, Hamilton CA, King JC, Reboussin DM, Elster AD. Combined effects of magnetization transfer and gadolinium on intracranial MR angiography. Presented by VP Mathews at the 32nd Annual Meeting of the American Society of Neuroradiology, Nashville, Tennessee, May 3 - 7, 1994.

LECTURES, SPEECHES & PRESENTATIONS (continued):

8. Mathews VP, Ulmer JL, Hamilton CA, Reboussin DM, King JC, Elster AD. Intracranial vessel visualization with MR angiography: synergism of magnetization transfer and gadolinium. Presented by VP Mathews at the 80th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 27 - December 2, 1994.
9. McLean FM, Mathews VP, King JC, Moody DM. Bilateral hemispheric enhancement of MR after seizure. Presented by FM McLean at the 80th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 27 - December 2, 1994.
10. Ulmer JL, Mathews VP, Elster AD, King JC. Lumbar spondylolysis: ancillary observations on MR imaging. Presented by JL Ulmer at the 80th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 27 - December 2, 1994.
11. Ulmer JL, Mathews VP, Elster AD, King JC. Lumbar spondylolysis without spondylolisthesis: recognition of isolated posterior element subluxation on sagittal MR imaging. Presented by JL Ulmer at the 80th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 27 - December 2, 1994.
12. King JC. Imaging manifestations of stroke. Presented by JC King at the Nashville Memorial Hospital Brain Attack Seminar, Nashville, Tennessee April 29, 1995.

SCIENTIFIC EXHIBITS:

1. Holbrook JT, King JC, Creasy J, Kessler R, Kerner T. Perspective coronal view of the base of the skull and temporal bone. The 76th Scientific Assembly of the Radiological Society of North America, November 24 - 30, 1990.
2. Holbrook JT, King JC, Creasy J, Kessler R, Wood R. Perspective coronal CT and MR view of the base of the skull and temporal bone. The 77th Scientific Assembly of the Radiological Society of North America, December 1 - 6, 1991.
3. Mathews VP, King JC, Elster AD, Ulmer JL, Hamilton CA. Combined effects of magnetization transfer and gadolinium in MR imaging. The 79th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 28 - December 3, 1993.
Received the Cum Laude Award.
4. Mathews VP, King JC, Elster AD, Ulmer JL, Hamilton CA. Combined effects of magnetization transfer and gadolinium in MR imaging. The annual meeting of the American Roentgen Ray Society, New Orleans, Louisiana, April 24 - 29, 1994.
Received Gold Medal Award as the best scientific exhibit.
5. Mathews VP, King JC, Elster AD, Ulmer JL, Hamilton CA. Combined effects of magnetization transfer and gadolinium in MR imaging. The 32nd Annual Meeting of the American Society of Neuroradiology, Nashville, Tennessee, May 3 - 7, 1994.
Received the Summa Cum Laude Award.
6. McLean FM, Mathews VP, King JC. Bilateral hemispheric blood-brain barrier breakdown on enhanced MR after seizure. The 32nd Annual Meeting of the American Society of Neuroradiology, Nashville, Tennessee, May 1994.

BIBLIOGRAPHY

Journal Articles:

1. Carroll FE, Parker RE, Loyd JE, Holburn GE, King JC, Roos CF, Erikson J. Inexpensive, air-driven ventricular assist or replacement device for use in MR research. *Invest Radiol* 1990; 25:579-582.
2. Kwon TK, King JC, Jeanty J. Acrania: review of 14 cases. *The Fetus* 1991; 1(1).
3. Elster AD, King JC, Mathews VP, Hamilton CA, Strottmann JM. Cranial MR imaging with magnetization transfer contrast: appearance of normal structures before and after administration of gadolinium. *Radiology* 1993; 189(P):241
4. Mathews VP, King JC, Elster AD, Hamilton CA. Cerebral infarction: effects of dose and magnetization transfer saturation at gadolinium-enhanced MR imaging. *Radiology* 1994; 190:547-552.
5. Elster AD, King JC, Mathews VP, Hamilton CA. Cranial tissues: appearance at gadolinium-enhanced and nonenhanced MR imaging with magnetization transfer contrast. *Radiology* 1994; 190:541-546.
6. Elster AD, Mathews VP, King JC, Hamilton CA. Improved detection of gadolinium enhancement using magnetization transfer imaging. *Neuroimaging Clinics of North America* 1994; 4(1):185-192.
7. Ginsberg LE, Stump DA, King JC, Deal DD, Moody DM. Air embolus risk with glass versus plastic syringes: in vitro study and implications for neuroangiography. *Radiology* 1994; 191:813-816.
8. Ulmer JL, Elster AD, Mathews VP, King JC. The "wide canal sign": evaluation of a method for distinguishing degenerative and isthmic spondylolisthesis on sagittal MR images. *AJR* (in press).

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James C. King III, M.D.
Curriculum Vitae
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Abstracts:

1. King JC, Mathews VP, Williams DW, Ginsberg LE, Keyes JW Jr, Greven KM. CT and PET features of large metastatic lymph nodes of the neck. Proceedings of the 31st Annual Meeting of the American Society of Neuroradiology, Vancouver, 1993 May 16-20:52.
2. King JC, Mathews VP, Elster AD, Hamilton CA, Strottmann JM. Cranial MR imaging with magnetization transfer contrast: appearance of normal structures before and after administration of gadolinium. Radiology 1993; 189(P)(Suppl): 241.
3. Mathews VP, King JC, Elster AD, Hamilton CA, Strottmann JM. Combined effects of magnetization transfer and gadolinium in MR imaging. Radiology 1993; 189(P)(Suppl):394.
4. Mathews VP, King JC, Elster AD, Hamilton CA, Strottmann JM. Magnetization transfer and high-dose gadolinium in MR imaging of acute cerebral infarction. Radiology 1993; 189(P)(Suppl):294.
5. Ginsberg LE, Stump DA, King JC, Deal DD, Moody DM. In vitro sonographic air emboli detection: glass versus plastic syringes and implications for neuroangiography. Radiology 1993; 189(P)(Suppl):248.

COMMITTEES:

Member, Credentials Committee, Summit Medical Center	May 1996 - April 1997
Chairman, Credentials Committee, Summit Medical Center	May 1997 - April 1998
Chairman, Department of Radiology, Summit Medical Center	May 1998 - April 1999
Executive Committee, Advanced Diagnostic Imaging, P.C.	January 2000 - 2006

Curriculum Vitae Himmelfarb, Elliot H (MD)

PERSONAL DATA

Date of Birth	11/20/1942 Brooklyn, NY
Marital Status	Married
Citizenship	USA
Social Security #	069-34-2255
Residence	802 Franklin Rd Brentwood, TN 37027
Primary Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615)370-3605 (Home) (615)851-6033 (615)851-2018
Federal Tax ID	62-0874165
UPIN	B02860
NPI	1710932017

EDUCATION

Undergraduate Rensselaer Polytechnic Institute Troy, NY	09/01/1959 - 06/30/1962
Medical State University of New York Brooklyn, NY MD Summa Cum Laude	09/01/1962 - 06/30/1966
Internship: Veterans Administration Hospital Brooklyn, NY	07/01/1966 - 06/30/1967
Residency: Kings County Hospital Brooklyn, NY	07/01/1967 - 06/30/1969
Residency: General Brooklyn Cumberland Medical Center Brooklyn, NY	07/01/1969 - 06/30/1970
Teaching Appointments: Instructor, Radiology - 7/1/70 to 6/30/71 State University of New York Brooklyn, NY	07/01/1970 - 06/30/1971

Teaching Appointments: Asst Rad Prof - 8/1/73 to 6/30/74
State University of New York
Brooklyn, NY

07/01/1970 - 12/31/1971

Teaching Appointments: Instructor, Radiology 7/1/70 to 6/30/71
Kings County Hospital
Brooklyn, NY

07/01/1970 - 06/30/1971

MILITARY EXPERIENCE

US Navy

LT Commander

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, PC
3024 Business Park Circle
Goodlettsville, TN 37072

10/01/2003 - Present

NOL, LLC d/b/a Premier Radiology
28 White Bridge Rd Suite 111
Nashville, TN 37205

10/01/2003 - Present

Elliot H. Himmelfarb, MD

09/01/1976 - 09/30/2003

1234 West Main Street PO Box 681708
Franklin, TN 370681709

Le Bonheur Children's Hospital

03/01/1975 - 10/01/1976

50 North Dunlap Street
Memphis, TN 38103

City of Memphis Hospital; John Gaston Hospital; now known as "The Med" Regional Medical Center
877 Jefferson Avenue
Memphis, TN 38103

08/01/1973 - 10/01/1976

Veterans Administration Medical Center
1030 Jefferson Avenue
Memphis, TN 38104

08/01/1973 - 10/01/1976

Nassau University (County) Medical Center
2201 Hempstead Turnpike
East Meadow, NY 11554

01/01/1973 - 08/01/1973

Long Beach Memorial Hospital
455 E Bay Drive
Long Beach, NY 11561

11/01/1971 - 08/01/1973

South Shore Hospital (used to be St. Johns Episcopal)
327 Beach 19th Street
Rockaway, NY 11691

11/01/1971 - 08/01/1973

HOSPITAL AFFILIATIONS

Affiliate
Skyline Medical Center
Nashville, TN

03/15/2011 - Present

Active
Williamson Medical Center

10/15/1976 - Present

Franklin, TN

Provisional
Williamson Surgery Center
Franklin, TN

11/17/2009 - Present

Provisional Consulting
Hickman Community Hospital
Centerville, TN

03/06/2011 - Present

Provisional
Hendersonville Medical Center
Hendersonville, TN

02/08/2011 - Present

Associate
Horizon Medical Center
Dickson, TN

01/27/2011 - Present

Provisional Courtesy
University Medical Center
Lebanon, TN

10/14/2010 - Present

MEDICAL LICENSURE

TN 8191
CA G20172
MS 6828
NY 099241

07/09/1973 - Present
04/07/1971 - Present
07/09/1971 - Present
07/14/1967 - 12/31/1988

DEA INFORMATION

Federal AH5631800

09/23/2009 - Present

SPECIALTIES

Board Certified

American Board of Radiology Radiology

06/12/1971 - Present

ASSOCIATIONS & AFFILIATIONS

AMA Member
Tennessee Medical Association Member
ACR Member

08/01/1973
08/01/1973

PUBLICATIONS

Article

- Sonographic Diagnosis of Seminal Vesical Cysts 03/01/1986
- Ence Arthrography 01/01/1979
- Radiologic Evaluation of Treatment of Advanced Carcinoma of the Prostate 03/01/1978
- The Radiologic Spectrum of Cardiopulmonary Amyloidosis Chest 09/01/1977

- Right Colon Adhesions Radiology 07/01/1976
- Pathology Correlative Study of Neovascularity 01/01/1976
- New Thoughts Concerning Xanthogranulomatous Pyelonephritis 09/01/1975
- Myelographic Appearance of Meningo Vascular Lymphoma Involving Cauda Equina 06/01/1975
- Roentgen Features of the Ascaris Upmark Kidney 12/01/1974
- Unusual Roentgen Presentations of Multiple Myeloma 12/01/1974
- Unusual Bony Manifestations of Lymphoproliferative Disorder 09/01/1974
- Reduction of Inguinal Hernia "En Masse" 06/01/1974
- The Roentgen Features of Renal Caruncle 12/01/1972
- Portacaval Shunt with Arterialization of the Hepatic Portion of the Portal Vein 10/01/1972
- Post Traumatic Bronchopleural Fistula 09/01/1972
- Renal Pelvic Carcinoma - An Angiographic reevaluation 01/01/1972
- Measurement of Streaming Potentials of Mammalian Blood Vessels 01/01/1966
- Tennessee Medical Association Xray of the Mouth
- The Whirl Sign: A CT finding in Volvulus of the Large Bowel

Speech

- Studies of Streaming Potentials in Large Mammalian Blood Vessels in Vivo 01/01/1965

Curriculum Vitae

Alan S. Ericksen, M.D.

PERSONAL DATA

Date of Birth	08/11/1958 Decatur, IL
Marital Status	Married
Citizenship	USA
Social Security #	146-58-2488
Residence	1836 Old Natchez Trace Franklin, TN 37069
Primary Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615)599-2524 (Home) (615)851-6033 (615)851-2018
Business Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615)851-6033 (Office) (615)851-2018 (Fax)
Federal Tax ID	62-0874165
UPIN	F37821
NPI	1164477154

EDUCATION

Undergraduate Houghton College Houghton, NY BS	- 05/31/1980
Medical University of Medicine & Dentistry of New Jersey Newark, NJ MD	08/01/1980 - 05/23/1984
Residency Robert Wood Johnson Medical School Piscataway, NJ	07/01/1984 - 06/30/1987
Residency Robert Wood Johnson Medical School Piscataway, NJ	07/01/1988 - 06/30/1992
Fellowship Robert Wood Johnson Medical School Piscataway, NJ	07/01/1987 - 06/30/1988
Fellowship Robert Wood Johnson Medical School Piscataway, NJ	07/01/1988 - 06/30/1992

EMPLOYMENT HISTORY

NOL, LLC d/b/a Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	10/01/2005 - Present
Advanced Diagnostic Imaging 3024 Business Park Circle Goodlettsville, TN 37072	10/01/2005 - Present
Alan S. Eriksen, MD (Locum Tenens) 1936 Old Natchez Trace Franklin, TN 37069	05/01/2005 - 09/30/2005
Diagnostic Imaging, Inc 510 Recovery Rd Suite 200 Nashville, TN 37211	04/01/2003 - 04/30/2005
Radiology Associates of Bennington, Inc Southwestern VT Medical Center 100 Hospital Drive Bennington, VT 05201	07/01/1992 - 03/31/2003

HOSPITAL AFFILIATIONS

Southern Hills Medical Center Nashville, TN	04/01/2003 - 04/30/2005
Active Skyline Medical Center Nashville, TN	01/17/2006 - Present
Stone Crest Medical Center Smyrna, TN	12/01/2003 - 04/30/2005
South Western Vermont Medical Center Bennington, VT	07/01/1992 - 03/31/2003
Mary McClellan Hospital Cambridge, NY	12/01/1997 - 03/31/2003
Associate Williamson Medical Center Franklin, TN	02/01/2007 - Present
Associate Summit Medical Center Hermitage, TN	04/11/2006 - 06/12/2007
Active Hendersonville Medical Center Hendersonville, TN	01/10/2006 - Present
Courtesy University Medical Center Lebanon, TN	06/13/2007 - Present
Associate Horizon Medical Center Dickson, TN	10/23/2007 - Present
Active Middle Tennessee Mental Health Institute Nashville, TN	03/14/2008 - Present

Consulting
Kindred Hospital Nashville
Nashville, TN

05/02/2008 - Present

MEDICAL LICENSURE

TN 37124
NJ 25MA04742500
NY 208372
VT 042-0008545

12/16/2002 - Present
01/09/1986 - 06/30/1993
09/22/1997 - 07/31/2003
06/17/1992 - 11/30/2004

DEA INFORMATION

Federal

BE3994731

08/11/2003 - Present

SPECIALTIES

Board Certified

American Board of Radiology

Radiology, Diagnostic

11/09/1992

ASSOCIATIONS & AFFILIATIONS

ACR

RSNA

National Honor Society

Michael C. Cian, M.D.

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Home Address

111 Westhampton Place
Nashville, TN 37205
(615) 298-9714
cianmc@comcast.net

Business Office

Advanced Diagnostic Imaging, PC
3024 Business Park Circle
Goodlettsville, TN 37072
Phone (615) 851-8033; Fax (615) 851-2018

Education

Institution	Dates	Degree
Queens University	1988-1991	Bachelor of Science
New York Medical College	1992-1996	M.D.
Vanderbilt University	1996-2000	Diagnostic Radiology
UNC at Chapel Hill	2000-2001	Musculoskeletal Radiology

Academic Honors and Awards

Diagnostic Radiology Oral Boards, May 17, 2000 - Passed
Diagnostic Radiology Written Boards, September 16/17 1999 - Passed
percentile rank 80%
Diagnostic Radiology Physics Boards, September 17, 1999
percentile rank 99%

Work Experience

Advanced Diagnostic Imaging, Musculoskeletal Radiologist, June 20, 2001
to present
NOL, LLC d/b/a Premier Radiology, Musculoskeletal Radiologist, June 20, 2001
to present; Director of Hermitage Imaging Center location.

Facility Affiliations

Skyline Medical Center
Hendersonville Medical Center
Williamson County Medical Center
RADS of America, LLC d/b/a Premier Radiology Pain Management Center
University Medical Center
Horizon Medical Center
Middle TN Mental Health Institute
Kindred Hospital
Baptist Women's Health Center, LLC d/b/a The Center for Spinal Surgery

License & Registrations

State	License #	Issue Date
TN	30481	June 19, 1998
KY	36881	December 13, 2001
AL	28455	October 29, 2007
CO	45289	February 1, 2007
WA	00047287	November 6, 2006
GA	85095	September 2, 2010

Specialties

American Board of Radiology

Radiology, Diagnostic May 2000

Society Memberships

American College of Radiology
Society of Skeletal Radiology
Radiological Society of North America
American Medical Association
American Journal of Radiology

CURRICULUM VITAE

MICHAEL J. LEVITT, MD

ADDRESS: 6401 Worchester Drive
Nashville, Tennessee 37221-3709

BUSINESS ADDRESS: 28 White Bridge Rd
Suite 110
Nashville, TN 37205

HOSPITAL ADDRESS: Nashville Memorial Hospital
612 West Due West Avenue
Madison, TN 37115

TELEPHONE: (home) (615)377-3368
(office) (615)356-1123
(hospital) (615)865-3463

CERTIFICATION and LICENSURE:

Diplomate, National Board of Medical Examiners, July 1987

Board Certified in Diagnostic Radiology, June 1981

Licensed in Kentucky, Tennessee and Georgia (inactive)

EDUCATION: MD Emory University School of Medicine, 1977
B.S. Emory University, 1973

INTERNSHIP and RESIDENCY:

Internship, Radiology Categorical Diversified,
Grady Memorial Hospital, Atlanta, Georgia, 1977-1978

Diagnostic Radiology Residency, Emory University
Affiliated Hospitals, Atlanta, Georgia 1978-1981

Chief Resident, Diagnostic Radiology, Emory University
Affiliated Hospitals, Atlanta, Georgia, 1980-1981

Fellowship, Interventional Radiology, Emory University
Affiliated Hospitals 1981-1982

Fellowship, Neuroradiology, Vanderbilt University
Medical Center 1991-1992

PRACTICE EXPERIENCE: Active Staff, Nashville Memorial Hospital, Madison,
Tennessee 3/1991-present

Park View Medical Center, Nashville, Tennessee, active
staff 11/11/1982-3/1991

West Side Hospital, Nashville, Tennessee, active staff
11/11/1982-3/1987

Tennessee Christian Medical Center, Madison, Tennessee
active staff 11/11/1982-3/1991

Highland Hospital, Portland, Tennessee, active staff
1/1/1986-12/31/1987

Private CT office, Prestonsburg, Kentucky, locum tenens
for KRON, Inc. 9/1982

Griffin - Spalding Hospital, Griffin, Georgia, locum
tenens 8/1982

Tanner Memorial Hospital, Carrollton, Georgia, locum
Tenens 7/1982

Piedmont Hospital, Atlanta, Georgia, courtesy staff
1981-1982

Parkway Regional Hospital, Lithia Springs, Georgia,
courtesy staff 1981-1982

Union County Hospital, Blairsville, Georgia, locum
tenens 1981

MEMBERSHIPS:

**American College of Radiology
Tennessee Medical Association
Davidson County Medical Society
Nashville Academy of Medicine
Radiological Society of North America**

Personal and Professional references furnished upon request.

Curriculum Vitae

Joe M MacCurdy Jr, MD

PERSONAL DATA

Date of Birth	05/11/1964 Baton Rouge, LA
Marital Status	Married
Citizenship	USA
Residence	211 Gun Club Rd Nashville, TN 37205
Primary Office	Advanced Diagnostic Imaging 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615) 356-2555(Home) (615) 851-6033(Office) (615) 851-2018(Fax)
UPIN	F34128

EDUCATION

Undergraduate

Rhodes College
Memphis, TN
BS

08/31/1982 - 05/31/1986

Medical School
Louisiana State University, School of Medicine
New Orleans, LA
MD

08/31/1986 - 05/05/1990

Internship
Bowman Gray School of Medicine
Winston-Salem, NC

07/01/1990 - 06/30/1991

Internal Medicine

Residency
Medical College of Georgia
Augusta, GA

07/01/1991 - 06/30/1995

Radiology, Diagnostic

Fellowship
University of Pittsburgh Medical Center
Pittsburgh, PA

07/01/1995 - 06/30/1996

Radiology, Interventional

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging
3024 Business Park Circle
Goodlettsville, TN 37072

07/08/1996 - Present

Premier Radiology
28 White Bridge Rd Suite 111
Nashville, TN 37203

07/08/1996 - Present

Medical College of Georgia
1120 15th Street
Augusta, GA 30912

07/01/1991 - 06/30/1995

North Carolina Baptist Hospital
Medical Center Blvd
Winston-Salem, NC 25157

06/01/1990 - 06/30/1991

SPECIALTIES

Board Certified

American Board of Radiology

Radiology, Diagnostic

06/07/1995 -

ASSOCIATIONS &

AFFILIATIONS

Society of Cardiovascular and Interventional Radiology

Member

01/01/1996 -

American College of Radiology

Member

01/01/1995 -

American Roentgen Ray Society

Member

01/01/1991 -

RSNA

Member

01/01/1991 -

PATIENT TRANSFER AGREEMENT

THIS PATIENT TRANSFER AGREEMENT (this "Agreement") is made as of **April 1, 2011**, by and between SAINT THOMAS HEALTH SERVICES ("STHS"), a not-for-profit Tennessee corporation, and MIDDLE TENNESSEE IMAGING, LLC ("Transferor").

R E C I T A L S :

A. Transferor, and its subsidiaries, operates a number of health care entities located in Middle Tennessee ("Facilities" or singularly, a "Facility").

B. STHS is a health system which includes four hospital campuses serving the Middle Tennessee area: Baptist Hospital, St. Thomas Hospital, Middle Tennessee Medical Center, and Hickman Community Hospital.

C. The parties desire to assure a continuity of care and appropriate medical treatment for the needs of each patient in their respective facilities, and have determined that, in the interest of patient care, the parties should enter into an agreement to provide for the transfer of patients from certain of Transferor's facilities to STHS hospitals on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Term and Termination.

(a) The Agreement shall have a two (2) year term commencing on **April 1, 2011** (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for up to three additional one-year renewal terms ("Renewal Term") unless either party provides written notice of its intent not to renew to the other party at least sixty (60) days prior to the end of the then current term (the Initial Term and any Renewal Terms are collectively referred to herein as the "Term").

(b) This Agreement may be terminated by either party:

- (i) upon ninety (90) days prior written notice to the other party, or
- (ii) immediately should the other party fail to maintain the licenses, certifications or accreditations, including Medicare certification, required to operate its facility as it is currently being operated.

2. Transfer.

(a) Transferor's Facilities to which this Agreement is applicable, and those STHS hospitals to which Transferor's patients may be transferred (the "Hospital" or "Hospitals"), are set forth on Exhibit A which is attached hereto and incorporated herein by this reference.

(b) Upon such time that a patient's physician determines that the patient needs to be transferred from a Transferor Facility to a Hospital pursuant to Transferor's physician's order, Hospital agrees to admit the patient as promptly as possible and provide healthcare services as necessary, provided all conditions of eligibility are met. Transferor agrees to send the following with each patient at the time of transfer, or as soon thereafter as possible in emergency situations:

- (i) an abstract of pertinent medical and other information necessary to continue the patient's treatment without interruption; and
- (ii) essential identifying and administrative information.

(c) Transferor shall also perform the following:

- (i) notify Hospital of the impending transfer;
- (ii) receive confirmation that Hospital can accept the patient, and that a Hospital medical staff physician has done so;
- (iii) obtain patient's consent to the transfer; and
- (iv) arrange for the transportation of the patient, including mode of transportation and the provision of one or more health care practitioners as necessary.

3. Relationship of the Parties.

(a) Nothing in this Agreement shall in any way affect the autonomy of either party. Each party shall have exclusive control of its management, assets and affairs. Neither party assumes any liability for the debts or obligations of the other party.

(b) Neither party shall be responsible, financially or otherwise, for the care and treatment of any patient while that patient is admitted to, or is under the care of, the other party's facility.

(c) Each party may contract or affiliate with other facilities during the term of this Agreement.

4. EMTALA. The parties agree that any patient transfers made pursuant to this Agreement shall be in compliance with 42 U.S.C. § 1395dd, et seq. and any amendments thereto ("EMTALA"), EMTALA's implementing regulations, such other requirements as may be imposed by the Secretary of Health and Human Services, and any other applicable Federal or State patient transfer laws.

5. Indemnification. Transferor agrees to indemnify, defend and hold STHS, its officers, trustees, employees and agents harmless, to the extent permitted by applicable law, from or against any loss, injury, damage or liability incurred by reason of any act or failure to act by

Transferor, its officers, employees or agents in connection with the performance of this Agreement.

STHS agrees to indemnify, defend and hold Transferor, its officers, employees and agents harmless, to the extent permitted by applicable law, from or against any loss, injury, damages or liability incurred by reason of any act or failure to act by STHS, its officers, trustees, employees and agents in connection with the performance of this Agreement.

6. Compliance. In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, and Title VI of the Civil Rights Act of 1964 each party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service, AIDS and AIDS related conditions in its administration of its policies, including admissions policies, employment, or program activities.

7. Record Availability. Transferor agrees that, until the expiration of four (4) years after the furnishing of any goods and services pursuant to this Agreement, it will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of Transferor that are necessary to certify the nature and extent of the costs incurred by STHS in purchasing such goods and services. If Transferor carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve-month period, Transferor will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any good or service pursuant to said contract, the related organization will make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of costs incurred by Transferor for such goods or services. Transferor shall give STHS notice immediately upon receipt of any request from the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives for disclosure of such information.

Transferor agrees to indemnify, defend and hold STHS harmless from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compounded damages), costs (including reasonable attorneys' fees and expenses) suffered or incurred by STHS as a result of, in connection with, or arising from Transferor's failure to comply with this Section 7.

8. Exclusion from Federal Health Care Programs. Transferor represents and warrants that it has not been nor is it about to be excluded from participation in any Federal Healthcare Program. Transferor agrees to notify STHS within one (1) business day of Transferor's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of Transferor or any Transferor-owned subsidiary on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists

of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of this paragraph. In the event that Transferor is excluded from any Federal Healthcare Program, this Agreement shall immediately terminate. For the purposes of this paragraph, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program. Further, Transferor agrees to indemnify and hold STHS harmless from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compounded damages), costs (including reasonable attorneys' fees and expenses) incurred by STHS as a result of Transferor's failure to notify STHS of its exclusion from any Federal Healthcare Program.

9. Corporate Compliance. STHS has in place a Corporate Responsibility Plan, which has as its goal to ensure that STHS complies with federal, state and local laws and regulations. The plan focuses on risk management, the promotion of good corporate citizenship, including a commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Transferor acknowledges STHS' commitment to corporate responsibility. Transferor agrees to conduct its business transactions with STHS in accordance with the principles of good corporate citizenship and a high standard of ethical and legal business practices.

10. Miscellaneous.

(a) The parties agree to provide each other with information regarding the resources each has available and the type of patients or health conditions that each is able to accept.

(b) Neither party shall use the name of the other in any promotional or advertising material unless the other party has been given the opportunity to review the material and prior written approval for the material and its use has been obtained.

(c) This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

(d) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(e) This Agreement shall be governed by and construed and enforced in accordance with the laws and in the courts of the State of Tennessee.

(f) STHS may assign this Agreement, without the consent of Transferor, to an entity that directly or indirectly controls, is controlled by, or is under common control with,

STHS. For the purposes of this paragraph, the terms "control" means, with respect to a person, the authority, directly or indirectly, to (i) act as controlling member, shareholder or partner or such person, (ii) appoint, elect or approve at least a majority of the individual members, shareholders or partners of such person, or (iii) appoint, elect or approve at least a majority of the governing body of such person. Except as set forth above, neither party may assign this Agreement or any obligation hereunder without first obtaining the written consent of the other party. Any attempted delegation or assigning in violation of this paragraph shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, administrators, successors and permitted assigns. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this paragraph.

(g) In the event that any legal action or other proceedings, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute of breach, the prevailing party shall be awarded its costs of suit and reasonable attorney's fees.

(h) All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other parties):

If to STHS: Saint Thomas Health Services
102 Woodmont Boulevard, Suite 700
Nashville, Tennessee 37205
Attn: Chief Administrative Officer

With a copy to: Saint Thomas Health Services
102 Woodmont Blvd., Suite 700
Nashville, TN 37205
Attn: Contract Administrator

If to Transferor: Middle Tennessee Imaging
102 Woodmont Boulevard, Suite 700
Nashville, Tennessee 37205
Attn: Chief Executive Officer

(i) The headings of the various sections of this Agreement are inserted merely for convenience and do not expressly or by implication limit, define or extend the specific terms of the sections so designated. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

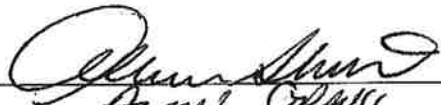
(j) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

(Signature page to follow.)

IN WITNESS WHEREOF, the parties have executed this Patient Transfer Agreement as of the date first above written.

STHS:

SAINT THOMAS HEALTH SERVICES

By: 
Name: Aaron Strauss
Title: C.E.O.

TRANSFEROR:

MIDDLE TENNESSEE IMAGING, LLC

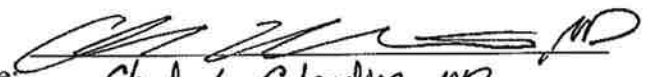
By: 
Name: Chad L. Calandine, MD
Title: President

EXHIBIT A

FACILITIES

BioImaging Charlotte/Premier Radiology
1800 Charlotte Avenue
Nashville, Tennessee 37203

BioImaging Cool Springs/Premier Radiology
3310 Aspen Grove Drive, Suite 101
Franklin, Tennessee 37067

BioImaging Edmondson Pike/Premier Radiology
4928 Edmondson Pike, Suite 204
Nashville, Tennessee 37211

Premier Radiology Nashville
28 White Bridge Pike, Suite 111
Nashville, Tennessee 37205

Premier Radiology Hermitage
5045 Old Hickory Boulevard, Suite 100
Hermitage, Tennessee 37076

Middle Tennessee Imaging
741 President Place, Suite 100
Smyrna, Tennessee 37167

Murfreesboro Diagnostic Imaging
1020 Highland Avenue, Suite A
Murfreesboro, Tennessee 37130

RECEIVING HOSPITAL

Baptist Hospital

St. Thomas Hospital

St. Thomas Hospital

St. Thomas Hospital

Baptist Hospital

Middle Tennessee Medical Center

Middle Tennessee Medical Center

**AMENDMENT TO THE PATIENT
TRANSFER AGREEMENT**

THIS AMENDMENT TO PATIENT TRANSFER AGREEMENT ("Amendment") is made as of December 18, 2014, by and between SAINT THOMAS HEALTH ("STH"), a not-for-profit Tennessee corporation, and MIDDLE TENNESSEE IMAGING, LLC ("Transferor").

WITNESSETH:

WHEREAS, the parties entered into that certain Patient Transfer Agreement that commenced on April 1, 2011 (the "Agreement"); and

WHEREAS, the parties have decided to execute an Amendment to the Agreement to subject the Agreement to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Exhibit A. Exhibit A to the Agreement is hereby amended by adding the following Facility and corresponding Receiving Hospital:

FACILITIES:

Premier Radiology Clarksville
980 Professional Park Dr., STE E
Clarksville, TN 37040

RECEIVING HOSPITAL:

St. Thomas Midtown Hospital

2. Reaffirmation. Any and all provisions not amended herein shall remain in full force and effect.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have set their hands as of the date first set forth above.

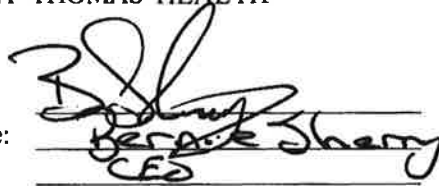
STHS:

SAINT THOMAS HEALTH

By:

Name:

Title:


Gerald Sherry
CEO


TRANSFEROR:

MIDDLE TENNESSEE IMAGING, LLC

By:

Name:

Title:


Chad Calendine
CEO

Tab 15

15

Attachment B

Service Area Population

Demographic Variable/Geographic Area	Department of Health/Health Statistics							Bureau of the Census - 2015					TennCare	
	Total Population Current Year - 2017	Total Population Projected Year - 2021	Total Population - % Change	*Target Population (Age 65+) - Current Year 2017	*Target Population (Age 65+) - Projected Year 2021	*Target Population % Change	Target Population Projected Year as % of Total	Median Age	Median Household Income	Persons Below Poverty Level	Persons Below Poverty Level as % of Total	TennCare Enrollees	TennCare Enrollees as % of Total	
Bedford	50,845	54,178	1.6%	7,993	9,299	3.9%	17.2%	36.6	\$41,984	7,727	17.1%	13,711	27.0%	
Coffee	56,423	58,331	0.8%	10,532	11,980	3.3%	20.5%	39.7	\$41,590	9,818	18.6%	14,500	25.7%	
Rutherford	328,279	367,508	2.9%	33,820	42,878	6.1%	11.7%	32.9	\$56,219	34,475	12.4%	54,114	16.5%	
Service Area Total	435,547	480,017	2.5%	52,345	64,157	5.2%	13.4%	N/A	N/A	N/A	N/A	82,325	18.9%	
State of TN Total	6,887,572	7,179,512	1.0%	1,133,025	1,312,118	3.7%	18.3%	38.4	\$45,219	1,117,594	17.6%	1,565,932	22.7%	

Source: TN DOH Health Statistics; Bureau of the Census - 2015; Bureau of TennCare - November 2016

Tab 16

Attachment C
Need - 5

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Tab 17

Attachment C
Economic Feasibility - 2

Verification of Funding



January 6, 2017

Melanie M. Hill, Executive Director
Tennessee Health Services and Development Agency
502 Deaderick Street
Andrew Jackson Bldg., 9th Floor
Nashville, Tennessee 37243

RE: Middle Tennessee Imaging's CON Licensure Request to Provide Fixed Site MRI & CT Services in the New Salem area of Murfreesboro, TN.

Dear Ms. Hill:

Middle Tennessee Imaging, LLC (d/b/a Premier Radiology) has sufficient resources available to fund all costs required for the development and establishment of the project as set forth in the certificate of need application. The funding needed for Administrative, Architectural, Engineering, Construction, Lease, and Equipment costs appears to be approximately \$1,311,472. Cash-on-hand will be used to fund this project.

If you need additional information, please feel free to contact me. My number is 615-239-2039.

Sincerely,

Mark Gaw
CFO

Belle Meade
Brentwood
Briarville
Cool Springs
Hendersonville
Hermitage
Mount Juliet
Midtown
Murfreesboro
Nashville
Smyma

Tab 18

Attachment B

Balance Sheet and Income Statement

Middle Tennessee Imaging, LLC**Balance Sheet****November 30, 2016**

	Balance
ASSETS	
Current Assets	
Cash	2,097,090
Account Receivable	25,755,447
Due from Affiliates	2,059,953
Allowances	(19,644,701)
Prepaid Expenses	134,319
Deposits	76,894
Total Current Assets	10,479,000
Fixed Assets	
Vehicles	232,069
Operating Equipment	28,084,722
Leasehold Improvements	9,524,380
Land	967,099
Buildings	1,860,221
Accumulated Depreciation	(27,382,334)
Net Fixed Assets	13,286,157
Intangibles Assets	
Goodwill	600,000
TOTAL ASSETS	24,365,157
LIABILITIES AND EQUITY	
Current Liabilities	
Accounts Payable	1,476,733
Due to Affiliates	3,153,550
Accrued Expenses	1,313,285
Building Deposits Returnable	4,207
Line of Credit	2,000,000
Current Portion of Notes Payable	4,084,423
Other Current Liabilities	60,203
Total Current Liabilities	12,092,402
Notes and Loan Payables	
Notes Payable, Net of Current Portion	6,207,744
Other Long-Term Liabilities	-
Total Long-Term Liabilities	6,207,744
Total Liabilities	18,300,147
Equity	
Owner Capital	7,108,225
Owner Distributions	(46,850,000)
Retained Earnings	38,061,077
YTD Net Income	7,745,709
Total Equity	6,065,011
TOTAL LIABILITIES AND EQUITY	24,365,157

Middle Tennessee Imaging, LLC

Income Statement

Period and Year to Date Compare to Last Year
For the Period from Nov 1, 2016 to Nov 30, 2016

	Current Period		Year to Date		Last Year to Date	
Revenue						
Global Patient Charges	19,746,731	518%	207,073,305	518%	170,652,979	-508%
Reserve for Contractual Allowances	(14,118,913)	-371%	(148,035,243)	-370%	(121,889,781)	363%
Reserve for Charity Care	(118,398)	-3%	(1,241,148)	-3%	(1,022,741)	3%
Net Patient Revenue	5,509,420	145%	57,796,915	145%	47,740,458	-142%
Physicians Services	(1,146,698)	-30%	(12,007,471)	-30%	(9,369,703)	28%
Bad Debt	(552,526)	-15%	(5,792,022)	-14%	(4,772,790)	14%
Net Technical Revenue	3,810,196	100%	39,997,422	100%	33,597,965	-100%
Net Earnings from STHS Hospitals	50,000	1%	542,225	1%	356,248	-1%
Non-Medical Revenue						
Hermitage Building Rent	26,309	1%	289,398	1%	296,898	-1%
Other Revenue	6,506	0%	149,571	0%	271,152	-1%
Total Non-Medical Revenue	32,815	1%	438,969	1%	568,050	-2%
Net Technical and Other Revenue	3,893,010	102%	40,978,616	102%	34,522,263	-103%
Operating Expenses						
Staff Compensation & Benefits	1,109,085	29%	10,756,328	27%	9,708,784	-29%
Leased Medical Equipment	7,865	0%	86,516	0%	87,172	0%
Rents & Other Leases	247,325	6%	2,660,763	7%	2,606,367	-8%
Insurance	32,407	1%	359,539	1%	334,320	-1%
Non-Clinical Supplies	63,306	2%	793,931	2%	627,502	-2%
Clinic Supplies	317,768	8%	4,050,985	10%	2,995,366	-9%
RIS/PACS Services	64,781	2%	688,548	2%	590,934	-2%
Management Fee	85,782	2%	900,179	2%	756,524	-2%
Billings & Collection Agency Fees	258,127	7%	2,671,913	7%	2,122,198	-6%
Other Purchased Services	80,674	2%	776,334	2%	619,395	-2%
Telecommunications	32,002	1%	397,408	1%	354,655	-1%
Transport, Meals, & Entertainment	17,907	0%	104,410	0%	82,920	0%
Repairs & Maintenance	342,314	9%	3,649,236	9%	3,298,921	-10%
Other Operating Expenses	113,015	3%	1,436,910	4%	1,228,035	-4%
Total Operating Expenses	2,772,358	73%	29,332,999	73%	25,413,094	-76%
Net Operating Income (EBITDA)	1,120,652	29%	11,645,618	29%	9,109,169	-27%
Non-operating Income & Expense						
Depreciation & Amortization	290,752	8%	3,248,843	8%	3,359,102	-10%
Interest Expense	31,387	1%	419,137	1%	506,115	-2%
Gain or Loss on Asset Disposal	-	0%	4,615	0%	-	0%
Total Non-Operating Income & Expense	322,140	8%	3,672,594	9%	3,865,217	-12%
Net Income Before Taxes	798,513	21%	7,973,023	20%	5,243,952	-16%
Provision for Income Taxes	24,333	1%	227,314	1%	143,992	0%
Net Income	774,179	20%	7,745,709	19%	5,099,960	-15%

Tab 19

Attachment C

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Attachment D

**Copy of Published Public Notice
Letter of Intent**

Tab 20

Attachment D

Copy of Published Public Notice

THE TENNESSEE

Middle Tennessee's Marketplace for buyers, sellers and job seekers.

T

be instituted; and as provided in said Deed of Trust, J. PHILLIP JONES/JESSICA D. BINKLEY, will by virtue of the power and authority vested in me as Substitute Trustee, on THURSDAY, FEBRUARY 9, 2017 AT 10:00 A.M., LOCAL TIME AT THE FRONT DOOR OF THE MONTGOMERY COUNTY COURTHOUSE, 2 MILLENIUM PLAZA, IN CLARKSVILLE, TENNESSEE, sell to the highest bidder for cash, free from the equity of redemption, homestead, and dower, and all other exemptions which are expressly waived, and subject to any unpaid taxes, if any, the following described property in MONTGOMERY County, Tennessee, to wit:

PROPERTY LOCATED IN THE COUNTY OF MONTGOMERY, TENNESSEE: LAND IN MONTGOMERY COUNTY, TENNESSEE, BEING LOT NO. 29, ON THE PLAN OF SECTION "D", GLENDALE SUBDIVISION, OF RECORD IN PLAT BOOK 6, PAGE 47, PLAT 47, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION. BEING THE SAME PROPERTY CONVEYED TO CHRISTOPHER HAMMONDS, BY DEED FROM GEORGE D. PETTUS, UNMARRIED, OF RECORD IN VOLUME 1254, PAGE 1223, REGISTER'S OFFICE FOR MONTGOMERY COUNTY, TENNESSEE. THIS CONVEYANCE IS SUBJECT TO ALL EASEMENTS, RESTRICTIVE COVENANTS AND CONDITIONS, AND OTHER MATTERS OF RECORD, INCLUDING ALL ITEMS SET OUT ON ANY APPLICABLE PLAT OF RECORD.

THIS IS IMPROVED PROPERTY KNOWN AS 815 HAYDEN DRIVE, CLARKSVILLE, TN 37043 (815 HAYDEN DRIVE, CLARKSVILLE, TN 37043). J. PHILLIP JONES/JESSICA D. BINKLEY, SUBSTITUTE TRUSTEE, 1800 HAYES STREET NASHVILLE, TN 37203 (615) 254-4430 www.phillipjoneslaw.com F16-1071

RUN: Jan 3, 10, 17 2017

SUBSTITUTE TRUSTEE'S NOTICE OF FORECLOSURE SALE

Default having been made in the terms, conditions, and payments provided in a certain Deed of Trust dated July 20, 2007, executed by DEBBIE L. HILL, AN UNMARRIED WOMAN, to RONALD M. HARKAVY, Trustee, of record in VOLUME V949, PAGE 362, for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. AS NOMINEE FOR REALTY MORTGAGE CORPORATION, A MISSISSIPPI CORPORATION, EXISTING UNDER THE LAWS OF MISSISSIPPI, 215 KATHERINE DRIVE, FLOWOOD, MISSISSIPPI 39232, in the Register's Office for DICKSON County, Tennessee and to J. PHILLIP JONES AND/OR JESSICA D. BINKLEY, either of whom may act, appointed as Substitute Trustee in an instrument of record in the Register's Office for DICKSON County, Tennessee, to secure the indebtedness described; WHEREAS, the said Deed of Trust was last assigned to TENNESSEE HOUSING DEVELOPMENT AGENCY; the entire indebtedness having been declared due and payable by TENNESSEE HOUSING DEVELOPMENT AGENCY

FIXATION OF RECORD IN VOLUME V949, PAGE 383 AND VOLUME V949, PAGE 397, REGISTER'S OFFICE OF DICKSON COUNTY, TENNESSEE.

THIS IS IMPROVED PROPERTY KNOWN AS 1206 NOSE GAY RD, WHITE BLUFF, TENNESSEE 37187 (1206 NOSE GAY ROAD, WHITE BLUFF, TENNESSEE 37187). MAP 062 PART 1, 01/06 THE SALE OF THE SUBJECT PROPERTY IS WITHOUT WARRANTY OF ANY KIND, AND IS FURTHER SUBJECT TO THE RIGHT OF ANY TENANT(S) OR OTHER PARTIES OR ENTITIES IN POSSESSION OF THE PROPERTY, ANY REPRESENTATION CONCERNING ANY ASPECT OF THE SUBJECT PROPERTY BY A THIRD PARTY IS NOT THE REPRESENTATION/RESPONSE OF TRUSTEE(S) OR THE OFFICE.

THIS SALE IS SUBJECT TO ANY UNPAID TAXES, IF ANY, ANY PRIOR LIENS, ENCUMBRANCES, LEASES, EASEMENTS AND ALL OTHER MATTERS WHICH TAKE PRIORITY OVER THE DEED OF TRUST UNDER WHICH THIS FORECLOSURE SALE IS CONDUCTED, INCLUDING BUT NOT LIMITED TO THE PRIORITY OF ANY FIXTURE FILING IF THE U.S. DEPARTMENT OF THE TREASURY/ INTERNAL REVENUE SERVICE, THE STATE OF TENNESSEE DEPARTMENT OF REVENUE, OR THE STATE OF TENNESSEE DEPARTMENT OF LABOR AND WORK FORCE DEVELOPMENT ARE LISTED AS INTERESTED PARTIES IN THE ADVERTISEMENT, THEN THE NOTICE OF THIS FORECLOSURE IS BEING GIVEN TO THEM, AND THE SALE WILL BE SUBJECT TO ALL APPLICABLE GOVERNMENTAL ENTITIES RIGHT TO REDEEM THE PROPERTY, ALL AS REQUIRED BY 26 U.S.C. 7425, T.C.A. 67-1-1433, AND 28 U.S.C. 2410 (C). THE NOTICE REQUIREMENTS OF T.C.A. 35-101-111 SEQ. HAVE BEEN MET. THE RIGHT IS RESERVED TO ADJOURN THE DAY OF

for WilSON County, Tennessee, and to J. PHILLIP JONES AND/OR JESSICA D. BINKLEY, either of whom may act, appointed as Substitute Trustee in an instrument of record in the Register's Office for WilSON County, Tennessee, to secure the indebtedness described; WHEREAS, said Deed of Trust was last assigned to TENNESSEE HOUSING DEVELOPMENT AGENCY, the entire indebtedness, having been declared due and payable by TENNESSEE HOUSING DEVELOPMENT AGENCY, BY AND THROUGH ITS SERVANT AND AUTHORISED AGENT, U.S. BANK NATIONAL ASSOCIATION, being the present owner/borrower of the property, any representation of the individual/borrower of said indebtedness, has requested foreclosure proceedings, to be instituted; and as provided in said Deed of Trust, J. PHILLIP JONES/JESSICA D. BINKLEY, with by virtue of the power and authority vested in me as Substitute Trustee, on THURSDAY, JANUARY 26, 2017 AT 1:00 P.M., LOCAL TIME AT THE FRONT DOOR TO THE WILSON COUNTY COURTHOUSE, 228 E. MAIN STREET IN CLARKSVILLE, WILSON COUNTY, TENNESSEE, sell to the highest bidder for cash, free from the equity of redemption, homestead, and dower, and all

Continued to next column

00018124007

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that Middle Tennessee Imaging, LLC (an existing outpatient diagnostic center (OUC) provider, owned by: Middle Tennessee Imaging, LLC with an ownership type of limited liability company and to be managed by: PhyData, LLC intends to file an application for a Certificate of Need for the establishment of a new ODC, the initiation of MRI and CT services, and the acquisition of a fixed 1.5T MRI unit and a fixed 16-slice CT unit, all of 2/23 New Salem Highway in Murfreesboro, TN, 37128 (Rutherford County). The proposed project supports Middle Tennessee Imaging, LLC's x-ray, mammography and ultrasound services at the Saint Thomas Health - New Salem primary care site. As part of the project, 726 square feet of medical office space will be renovated to house the one fixed MRI and one fixed CT units. Total project costs are estimated to be \$1,311,471.96.

The anticipated date of filing the application is January 13, 2017. The contact person for this project is Mark Gow, Chief Financial Officer, who may be reached at PhyData, LLC, 3024 Business Park Circle, Goodlettsville, TN, 37072, 615-239-2039.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Notice of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1): (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.



CAREER BUILDER™

Check out the new CareerBuilder.com.

Tab 21

Attachment D

Letter of Intent



**State of Tennessee
Health Services and Development Agency**

Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

www.tn.gov/hstda

Phone: 615-741-2364

Fax: 615-741-9884

JAN 10 '17 PM 12:43
JAN 13 '17 PM 2:36

LETTER OF INTENT

The Publication of Intent is to be published in the The Tennessean which is a newspaper
(Name of Newspaper)
of general circulation in Rutherford and surrounding, Tennessee, on or before 01/10, 2017
for one day. (County) (Year)

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Middle Tennessee Imaging, LLC d/b/a Premier Radiology,
(Name of Applicant)

an existing outpatient diagnostic center (ODC) provider,
(Facility Type-Existing)

owned by: Middle Tennessee Imaging, LLC with an ownership type of limited liability company
and to be managed by: PhyData, LLC intends to file an application for a Certificate of Need

for [PROJECT DESCRIPTION BEGINS HERE]: the establishment of a new ODC, the initiation of MRI and CT services, and the acquisition of a fixed 1.5T MRI unit and a fixed 16-slice CT unit, all at 2723 New Salem Highway in Murfreesboro, TN, 37128 (Rutherford County). The proposed project supports Middle Tennessee Imaging, LLC's x-ray, mammography and ultrasound services at the Saint Thomas Health - New Salem primary care site. As part of the project, 726 square feet of medical office space will be renovated to house the one fixed MRI and one fixed CT units. Total project costs are estimated to be \$1,311,471.96.

The anticipated date of filing the application is: January 13, 2017

The contact person for this project is

who may be reached at: Mark Gaw Chief Financial Officer
PhyData, LLC 3024 Business Park Circle
(Company Name) (Address)

Goodlettsville

TN

37072

615 / 239-2039

(Signature)

1 - 10 - 17

(Date)

Mark.gaw@phydata.com

(E-mail Address)

The Letter of Intent must be filed in triplicate and received between the first and the tenth day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

**Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243**

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.



State of Tennessee

Health Services and Development Agency

Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243

www.tn.gov/hsda

Phone: 615-741-2364

Fax: 615-741-9884

February 1, 2017

Mark Gaw
Chief Financial Officer
PhyData LLC
3024 Business Park Circle
Goodlettsville, TN 37072

RE: Certificate of Need Application -- Middle Tennessee Imaging, LLC d/b/a Premier Radiology - CN1701-003

The establishment of an Outpatient Diagnostic Center, initiation of MRI services, and acquisition of a fixed MRI unit in leased space at 2723 New Salem Highway, Murfreesboro (Rutherford County), TN. The estimated project cost is \$2,626,335.56.

Dear Mr. Gaw:

This is to acknowledge the receipt of supplemental information to your application for a Certificate of Need. Please be advised that your application is now considered to be complete by this office.

Your application is being forwarded to Trent Sansing at the Tennessee Department of Health for Certificate of Need review by the Division of Policy, Planning and Assessment. You may be contacted by Mr. Sansing or someone from his office for additional clarification while the application is under review by the Department. Mr. Sansing's contact information is Trent.Sansing@tn.gov or 615-253-4702.

In accordance with Tennessee Code Annotated, §68-11-1607, et seq., as amended by Public Chapter 780, the 60-day review cycle for this project will begin on February 1, 2017. The first 60 days of the cycle are assigned to the Department of Health, during which time a public hearing may be held on your application. You will be contacted by a representative from this Agency to establish the date, time and place of the hearing should one be requested. At the end of the 60-day period, a written report from the Department of Health or its representative will be forwarded to this office for Agency review. You will receive a copy of their findings. The Health Services and Development Agency will review your application on April 26, 2017.

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. § 68-11-1607(d):

- (1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.
- (2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have questions or require additional information, please contact me.

Sincerely,



Melanie M. Hill
Executive Director

cc: Trent Sansing, TDH/Health Statistics, PPA



State of Tennessee

Health Services and Development Agency

Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

MEMORANDUM

TO: Trent Sansing, CON Director
Office of Policy, Planning and Assessment
Division of Health Statistics
Andrew Johnson Tower, 2nd Floor
710 James Robertson Parkway
Nashville, Tennessee 37243

FROM: Melanie M. Hill
Executive Director

DATE: February 1, 2017

RE: Certificate of Need Application
Middle Tennessee Imaging, LLC d/b/a Premier Radiology -
CN1701-003

Please find enclosed an application for a Certificate of Need for the above-referenced project.

This application has undergone initial review by this office and has been deemed complete. It is being forwarded to your agency for a sixty (60) day review period to begin on February 1, 2017 and end on April 1, 2017.

Should there be any questions regarding this application or the review cycle, please contact this office.

Enclosure

cc: Mark Gaw



**State of Tennessee
Health Services and Development Agency**

Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

www.tn.gov/hsda

Phone: 615-741-2364

Fax: 615-741-9884

JAN 10 '17 PM 12:43

LETTER OF INTENT

The Publication of Intent is to be published in the The Tennessean which is a newspaper
(Name of Newspaper)
of general circulation in Rutherford and surrounding, Tennessee, on or before 01/10, 2017
for one day. (County) (Year)

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Middle Tennessee Imaging, LLC d/b/a Premier Radiology, an existing outpatient diagnostic center (ODC) provider,
(Name of Applicant) (Facility Type-Existing)

owned by: Middle Tennessee Imaging, LLC with an ownership type of limited liability company
and to be managed by: PhyData, LLC intends to file an application for a Certificate of Need

for [PROJECT DESCRIPTION BEGINS HERE]: the establishment of a new ODC, the initiation of MRI and CT services, and the acquisition of a fixed 1.5T MRI unit and a fixed 16-slice CT unit, all at 2723 New Salem Highway in Murfreesboro, TN, 37128 (Rutherford County). The proposed project supports Middle Tennessee Imaging, LLC's x-ray, mammography and ultrasound services at the Saint Thomas Health - New Salem primary care site. As part of the project, 726 square feet of medical office space will be renovated to house the one fixed MRI and one fixed CT units. Total project costs are estimated to be \$1,311,471.96.

The anticipated date of filing the application is: January 13, 2017

The contact person for this project is

who may be reached at: PhyData, LLC Mark Gaw Chief Financial Officer
(Company Name) (Address)
Goodlettsville TN 37072 615 / 239-2039
(Signature) (Date) (E-mail Address)
Mark.gaw@physdata.com

The Letter of Intent must be filed in triplicate and received between the first and the tenth day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

**Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243**

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

Supplemental #1 -Original-

Middle TN Imaging LLC

CN1701-003

January 26, 2017

Hand Delivery

Phillip Earhart, HSD Examiner
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: Certificate of Need Application, CN1701-003, Mid-TN Imaging, LLC d/b/a Premier Radiology

Establishment of a New ODC and Initiation of MRI and CT Services

Dear Mr. Earhart:

Thank you for your letter of January 20, 2017 confirming receipt of our application for a Certificate of Need for the establishment of an Outpatient Diagnostic Center, initiation of MRI services, and acquisition of a fixed MRI unit in leased space at 2723 New Salem Highway, Murfreesboro (Rutherford County), TN.

As requested, supplemental responses are provided in triplicate by the 4:00 p.m., January 26, 2017 deadline along with a notarized affidavit.

1. Section A., Project Details, Name of Management/Operating Entity

The management agreement in Attachment Section A-5 is noted. However, the initial term of the agreement was through March 31, 2012 renewable for one year. Please clarify.

RESPONSE: The management agreement has automatically renewed for successive terms and remains in force.

2. Section A, Project Details, Item 6 B (1) (Plot Plan) and 6 B (3) (Transportation Routes)

Please provide a copy of the plot plan that includes the size of the site, locations of structure on the site, location of proposed renovation/construction, and names of streets, roads or highway that cross or border the site.

Please describe the relationship of the site to public transportation routes, if any, and to any highway or major road developments in the area. Describe the accessibility of the proposed site to patients/clients. Please refer to attachments as supporting documentation of your narrative response.

RESPONSE: A copy of the plot plan is provided in **Attachment A**. The acreage (3.04) is noted below the legend box.

The City of Murfreesboro has a public bus transportation system called Rover. There are several routes emanating from downtown to several areas near Murfreesboro, but there are no routes along New Salem Highway (SR-99) itself.

Although this suburban site does not have direct access to public transportation, Murfreesboro is the county seat of Rutherford County. Rutherford County is adjacent to Davidson County (Nashville) to the southeast. Murfreesboro is centrally located in Rutherford County. Interstate 24 (I-24) bisects the county at a diagonal. The downtown area of Murfreesboro is approximately 1.5 miles northeast of I-24 and the New Salem site is located approximately 3 miles southwest from I-24 along New Salem Highway (SR-99).

Approximately one mile further southwest, along SR-99, is Veterans Parkway, a thoroughfare that connects residents of south Murfreesboro and US Highway 231 with Interstate 840, a beltway along the south Nashville area.

SR-99 is a two-lane highway that is experiencing new business development. The daily annual average traffic count in 2014 near the proposed site was 16,437. This was up from 13,164 in 2012, a 24.9% increase in just two years. By way of comparison, the daily average annual traffic count in 2014 between I-24 and downtown Murfreesboro was 20,158. This traffic count is supportive of the County's decision to widen SR-99 from downtown to Veterans Parkway at a cost of \$25,364,000. Three other current projects along Veterans Parkway totaling \$32,500,000 demonstrate that the entire area proximate to the proposed site is vital economically to the county and ensures that the public will be able to easily access the proposed site.

3. Section A, Project Details, Item 13 (MRI, PET, Linear Accelerator)

It is noted the applicant will purchase a \$445,000 MRI. Please clarify whether the unit will be refurbished and identify the age of the equipment.

RESPONSE: Yes, the equipment will be refurbished. The exact age of the equipment cannot be determined until the CON application is approved and a financial contract can be completed with the vendor. The vendor is simply unable to guarantee that a specific piece of equipment will be held in inventory without a purchase contract in force. However, the supply is sufficient to assure that a unit with the proposed specifications will be available for purchase pending CON approval.

4. Section B, Need, Item 1 (Project Specific Criteria-Outpatient Diagnostic Center 1.)

Your response to this item is noted but does not answer the question. Please identify the other MRI providers in the proposed service area and explain why those services are not adequate and/or whether there are special circumstances requiring additional services.

RESPONSE: As indicated in the table below, the three-county service area receives MRI services from three ODCs, five hospitals and two physician-owned practices.

County	MRI
	ODC
Rutherford	MTI Rutherford
Rutherford	MTI Smyrna
Rutherford	The Image Ctr. Of Murfreesboro
	Hospital
Rutherford	Saint Thomas Rutherford
Rutherford	TriStar Stonecrest
Bedford	Heritage Medical Center
Coffee	Harton Regional
Coffee	Unity Medical Center
	Physician Owned
Rutherford	Murfreesboro Med Clinic-Garrison Drive
Rutherford	Tennessee Orthopaedic Alliance Imaging

ODC utilization has risen steadily from 69.0% utilization in 2013 to 78.5% utilization in 2014 to 85.2% utilization in 2015. Stated differently, the ODC MRI procedures increased by 2,922. Coupled with high utilization, this is more than enough growth to support another MRI unit in the area. This is especially true when population growth and the aging of the population is considered.

ODCs are reimbursed at lower rates than hospital outpatient departments, saving money for both patients (deductibles and copayments) and payors (government and private). This demand is not expected to abate anytime soon. Therefore, hospitals are not a cost effective alternative to ODCs.

With respect to physician owned MRI units, these services are restricted to the patients within their own practices and are not available to the general population. Furthermore, the physicians at these particular facilities may not be adequately trained to interpret studies outside their own specialty. These limitations greatly reduce the general availability of these MRI units within the community at large.

5. Section B, Need, Item 1 (Project Specific Criteria-Outpatient Diagnostic Center 2.)

Please provide an analysis of the MRI providers in the proposed service area that have attained procedure volume at or above 80% of the total capacity of 3600 procedures, or 2880 procedures, during the most recent twelve month period reflected in the provider medical equipment report maintained by the HSDA.

RESPONSE: This information, for the last three years, is provided in **Attachment B**.

6. Section B, Need, Item 1 (Project Specific Criteria-Outpatient Diagnostic Center 3.a)

Please analyze the needs of both medical and outpatient diagnostic facilities and services in the proposed service area. Do not refer to other sections of the application to document your response.

RESPONSE: Saint Thomas Health will open a new primary care center on March 1, 2017. The center will be located in a newly constructed medical office building at 2723 New Salem Highway in Murfreesboro (Rutherford County).

Both the Saint Thomas Health - New Salem primary care site and MTI's New Salem imaging site were selected to deliver patient care closer to where patients live. The New Salem area is in a high growth area south of I-24 and Saint Thomas Hospital Rutherford. Traffic between New Salem and downtown Murfreesboro is a growing concern, causing access issues to existing providers.

To support these Saint Thomas Health physicians and their patients, as well as other physicians and residents of the community, MTI will provide imaging services for Saint Thomas Health - New Salem including x-ray, mammography and ultrasound services. These services will be available when the center opens in February. In addition, to complementing the range of imaging modalities that will be available at the center (x-ray, mammography and ultrasound), MTI is proposing to develop a new ODC which will provide onsite MRI and CT services.

In 2015, Rutherford County, Bedford County and Coffee County accounted for 33,497 MRI procedures or 83.7 MRIs per 1,000 population. By comparison, the use rate for the state of Tennessee was 89.4 MRI procedures per 1,000, 6.8 percent higher than the service area's use rate. The lower use rate, especially in Bedford County and Coffee County, suggests that service area residents have more limited access to MRI services and that these areas are underserved for MRI services. Please see the following:

2015 MRI Utilization and Use Rates

	Procedures	Population	Use Rate/1,000	% of State
Rutherford	25,536	298,606	85.5	95.6%
Bedford	3,778	47,185	80.1	89.6%
Coffee	4,183	54,282	77.1	86.2%
Total	33,497	400,073	83.7	93.6%
Statewide	590,347	6,600,211	89.4	

Source: Medical Equipment Registry

MTI New Salem expects that with 1) population growth in the service area and 2) improved access to MRI services and a concomitant increase in the area's use rate to that of the state's use rate (89.4/1,000), the number of service area MRIs will increase significantly. The projected increase in MRI procedures is expected to generate more than 9,400 additional MRI procedures by 2021, sufficient volume to accommodate approximately three MRI units. Please see the following analysis, which projects 2021 MRI volume for Rutherford County, Bedford County and Coffee County:

2021 Projected MRI Utilization

	2021 Population	2015 TN Use Rate	2021 Projected MRIs	2015 Actual MRIs	Incremental Growth
Rutherford	367,508	89.4	32,855	25,536	7,319
Bedford	54,178	89.4	4,844	3,778	1,066
Coffee	58,331	89.4	5,215	4,183	1,032
Total	480,017		42,914	33,497	9,417
Need @2,880/Unit					3.3
Need @3,600/Unit					2.6

Note: Use rate represents the 2015 Tennessee statewide MRI use rate/1,000

Sources: TN DOH Population Statistics and Medical Equipment Registry

MTI-New Salem can achieve its volume projections solely from incremental MRI growth in the service area. From 2017 to 2021, the service area will account for almost 3,800 incremental MRI procedures, significantly more than MTI-New Salem's Year 3 projection of 2,883 procedures. Therefore, the impact of the proposed project on existing MRI providers should be minimal. In fact, if the projected incremental MRI procedures for the entire population of Rutherford, Bedford and Coffee counties are considered, 9,417 MRIs, there is sufficient volume for MTI-New Salem's project as well as for existing underutilized MRI providers to achieve higher volumes.

With respect to CT, MTI has projected the these volumes for its New Salem center based on its historical ratio of CT to MRI procedures. Historically, MTI's CT volume has accounted for approximately 77 percent of its MRI volume. Assuming that this ratio holds for its New Salem center, MTI anticipates the following CT volumes for Year 1, Year 2, and Year 3:

MTI-New Salem CT Volume Projections

	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)
Projected MRIs	2,164	2,540	2,883
MTI Ratio of CT to MRI	.77	.77	.77
Projected CTs	1,666	1,956	2,220

Existing CT providers are well-utilized and MTI does not expect that its New Salem CT service will have an adverse impact on any existing unit. Based on the most recent year of data (2015), there are 18 CT units in Rutherford County, Bedford County and Coffee County. In 2015, these 18 units accounted for 87,090 procedures or 4,838 procedures per unit. Using the capacity standard of 6,000 procedures per unit, these CT operated at a healthy 80.6 percent of capacity. Please see the following exhibit:

2015 Area-wide CT Utilization

County	Facility	Procedures	Units	% of Capacity
Rutherford	MTI Rutherford	5,262	1	87.7%
Rutherford	MTI Smyrna	1,706	1	28.4%
Rutherford	TN PET Scan Ctr LLC	7,388	1	123.1%
Rutherford	The Image Ctr. Of Murfreesboro	2,743	1	45.7%
	ODC Total	17,099	4	71.2%
Rutherford	Saint Thomas Rutherford	25,091	2	209.1%
Rutherford	TriStar Stonecrest	18,364	2	153.0%
Rutherford	Trustpoint	N/A	N/A	N/A
Bedford	Heritage M.C.	5,099	1	85.0%
Coffee	Harton Regional	9,170	2	76.4%
Coffee	United Regional Medical Ctr	2,635	1	43.9%
Coffee	MC of Manchester	1,607	1	26.8%
Coffee	Unity Medical Center	3,347	2	27.9%
	Hospital Total	65,313	11	99.0%
Rutherford	Murfreesboro Medical Clinic- Garrison Drive	4,343	2	36.2%
Rutherford	Saxena, Rishi MD	335	1	5.6%
	PO Physician Owned Total	4,678	3	26.0%
	Grand Total	87,090	18	80.6%

Source: HSDA Medical Equipment Registry

In summary, MTI's proposal to develop an ODC and establish MRI and CT services in Saint Thomas Health-New Salem's primary care center will have a positive impact on the delivery of high tech imaging services for the residents of southern Rutherford County, Bedford County and Coffee County. Based on statewide use rates, MTI-New Salem's service area has limited access to high tech imaging services, especially MRI services. MTI's project will increase the availability of MRI and CT services as well as improve access to these services. Because of the strong population growth that has been projected for the service area, MTI will be able to achieve sufficient volumes to meet HDSA's standards with modest market capture. In fact, the projected growth in MRIs not only supports the need for MTI's project but also allows existing, underutilized units to achieve higher volumes as well. In addition, current CT units in the area are highly utilized and are not expected to be negatively impacted by MTI-New Salem new CT service.

7. Section B, Need, Item 1 (Project Specific Criteria-Outpatient Diagnostic Center 3.b)

The applicant listed several needs and circumstances describing the need for an ODC and/or MRI. However, as directed please analyze with a narrative response to each listed special need and circumstance.

RESPONSE: Special needs and circumstances include:

- High utilization of existing providers - ODC MRI utilization has risen steadily from 69.0% utilization in 2013 to 78.5% utilization in 2014 to 85.2% utilization in 2015. Stated differently, the ODC MRI procedures increased by 2,922. Coupled with high utilization, this is more than enough growth to support another MRI unit in the area.
- Rapid population growth - MTI-New Salem's service area has a projected 2017 population of 196,748. From 2017 to 2021, the overall service area will grow by approximately 12,651 residents, a 1.6 percent annual growth rate, reaching 209,399 total residents. The PSA (Rutherford County zip codes) is projected to have especially strong growth, 2.0 percent annually. By comparison, the state will grow by a projected 1.0 percent annually.

The senior population (65 years of age and older) in the service area is growing at an even faster rate than the total population. The growth in the senior population is significant given that seniors utilize healthcare resources (including imaging services such as MRI and CT) at a higher rate than younger age groups. Projections indicate that between 2017 and 2021, the senior population will grow from 27,658 residents to 32,750 residents, an increase of 5,092 seniors, representing a 4.3 percent annual increase. Moreover, seniors will account for over 40 percent of the service area's population growth between 2017 and 2021. Again, a significant portion of the growth in the senior population will be in the PSA, which will grow by a projected 5.9 percent annually.

- Traffic congestion adversely impacting patient access - SR-99 is a two-lane highway that is experiencing new business development. The daily annual average traffic count in 2014 near the proposed site was 16,437. This was up from 13,164 in 2012, a 24.9% increase in just two years. By way of comparison, the daily average annual traffic count in 2014 between I-24 and downtown Murfreesboro was 20,158. This traffic count is supportive of the County's decision to widen SR-99 from downtown to Veterans Parkway at a cost of \$25,364,000. Three other current projects along Veterans Parkway totaling \$32,500,000 demonstrate that the entire area proximate to the proposed site is vital economically to the county and ensures that the public will be able to easily access the proposed site.
- The provision of lower cost ODC services compared to higher cost hospital outpatient department (HOPD) rates - ODCs are reimbursed at lower rates than hospital outpatient departments, saving money for both patients (deductibles and copayments) and payors (government and private). This demand is not expected to abate anytime soon. Therefore, hospitals are not a cost effective alternative to ODCs.

8. Section B, Need, Item 1 (Project Specific Criteria-Magnetic Resonance Imaging 1.a.)

Please provide a narrative response along with supportive data. Do not refer to other sections of the application to document your response.

RESPONSE: Saint Thomas Health will open a new primary care center on March 1, 2017. The center will be located in a newly constructed medical office building at 2723 New Salem Highway in Murfreesboro (Rutherford County).

Both the Saint Thomas Health - New Salem primary care site and MTI's New Salem imaging site were selected to deliver patient care closer to where patients live. The New Salem area is in a high growth area south of I-24 and Saint Thomas Hospital Rutherford. Traffic between New Salem and downtown Murfreesboro is a growing concern, causing access issues to existing providers.

To support these Saint Thomas Health physicians and their patients, as well as other physicians and residents of the community, MTI will provide imaging services for Saint Thomas Health - New Salem including x-ray, mammography and ultrasound services. These services will be available when the center opens in February. In addition, to complementing the range of imaging modalities that will be available at the center (x-ray, mammography and ultrasound), MTI is proposing to develop a new ODC which will provide onsite MRI and CT services.

In 2015, Rutherford County, Bedford County and Coffee County accounted for 33,497 MRI procedures or 83.7 MRIs per 1,000 population. By comparison, the use rate for the state of Tennessee was 89.4 MRI procedures per 1,000, 6.8 percent higher than the service area's use rate. The lower use rate, especially in Bedford County and Coffee County, suggests that service area residents have more limited access to MRI services and that these areas are underserved for MRI services. Please see the following:

2015 MRI Utilization and Use Rates

	Procedures	Population	Use Rate/1,000	% of State
Rutherford	25,536	298,606	85.5	95.6%
Bedford	3,778	47,185	80.1	89.6%
Coffee	4,183	54,282	77.1	86.2%
Total	33,497	400,073	83.7	93.6%
Statewide	590,347	6,600,211	89.4	

Source: Medical Equipment Registry

MTI New Salem expects that with 1) population growth in the service area and 2) improved access to MRI services and a concomitant increase in the area's use rate to that of the state's use rate (89.4/1,000), the number of service area MRIs will increase significantly. The projected increase in MRI procedures is expected to generate more than 9,400 additional MRI procedures by 2021, sufficient volume to accommodate approximately three MRI units. Please see the following analysis, which projects 2021 MRI volume for Rutherford County, Bedford County and Coffee County:

2021 Projected MRI Utilization

	2021 Population	2015 TN Use Rate	2021 Projected MRIs	2015 Actual MRIs	Incremental Growth
Rutherford	367,508	89.4	32,855	25,536	7,319
Bedford	54,178	89.4	4,844	3,778	1,066
Coffee	58,331	89.4	5,215	4,183	1,032
Total	480,017		42,914	33,497	9,417
Need @2,880/Unit					3.3
Need @3,600/Unit					2.6

Note: Use rate represents the 2015 Tennessee statewide MRI use rate/1,000

Sources: TN DOH Population Statistics and Medical Equipment Registry

MTI-New Salem can achieve its volume projections solely from incremental MRI growth in the service area. From 2017 to 2021, the service area will account for almost 3,800 incremental MRI procedures, significantly more than MTI-New Salem's Year 3 projection of 2,883 procedures. Therefore, the impact of the proposed project on existing MRI providers should be minimal. In fact, if the projected incremental MRI procedures for the entire population of Rutherford, Bedford and Coffee counties are considered, 9,417 MRIs, there is sufficient volume for MTI-New Salem's project as well as for existing underutilized MRI providers to achieve higher volumes.

9. Section B, Need, Item 1 (Project Specific Criteria-Magnetic Resonance Imaging 4.a.)

Please provide a narrative response along with supportive data. Do not refer to other sections of the application to document your response.

RESPONSE: As indicated in **Attachment C**, ODC MRI utilization has risen steadily from 69.0% utilization in 2013 to 78.5% utilization in 2014 to 85.2% utilization in 2015. Stated differently, the ODC MRI procedures increased by 2,922. Coupled with high utilization, this is more than enough growth to support another MRI unit in the area. This is especially true when population growth and the aging of the population is considered.

ODCs are reimbursed at lower rates than hospital outpatient departments, saving money for both patients (deductibles and copayments) and payors (government and private). This demand is not expected to abate anytime soon. Therefore, hospitals are not a cost effective alternative to ODCs.

With respect to physician owned MRI units, these services are restricted to the patients within their own practices and are not available to the general population. Furthermore, the physicians at these particular facilities may not be adequately trained to interpret studies outside their own specialty. These limitations greatly reduce the general availability of these MRI units within the community at large.

As indicated in **Attachment C**, total MRI utilization has increased 7.04% per year from 2013 to 2015, despite low service area MRI utilization rates (77.1/1,000 to 85.5/1,000) compared to Tennessee overall (89.4/1,000)

2015 MRI Utilization and Use Rates

	Procedures	Population	Use Rate/1,000	% of State
Rutherford	25,536	298,606	85.5	95.6%
Bedford	3,778	47,185	80.1	89.6%
Coffee	4,183	54,282	77.1	86.2%
Total	33,497	400,073	83.7	93.6%
Statewide	590,347	6,600,211	89.4	

Source: Medical Equipment Registry

Furthermore, MTI-New Salem's service area has a projected 2017 population of 196,748. From 2017 to 2021, the overall service area will grow by approximately 12,651 residents, a 1.6 percent annual growth rate, reaching 209,399 total residents. The PSA (Rutherford County zip codes) is projected to have especially strong growth, 2.0 percent annually. By comparison, the state will grow by a projected 1.0 percent annually.

The senior population (65 years of age and older) in the service area is growing at an even faster rate than the total population. The growth in the senior population is significant given that seniors utilize healthcare resources (including imaging services such as MRI and CT) at a higher rate than younger age groups. Projections indicate that between 2017 and 2021, the senior population will grow from 27,658 residents to 32,750 residents, an increase of 5,092 seniors, representing a 4.3 percent annual increase. Moreover, seniors will account for over 40 percent of the service area's population growth between 2017 and 2021. Again, a significant portion of the growth in the senior population will be in the PSA, which will grow by a projected 5.9 percent annually.

As illustrated below, MTI-New Salem can achieve its volume projections solely from incremental MRI growth in the service area. From 2017 to 2021, the service area will account for almost 3,800 incremental MRI procedures, significantly more than MTI-New Salem's Year 3 projection of 2,883 procedures. Therefore, the impact of the proposed project on existing MRI providers should be minimal. In fact, if the projected incremental MRI procedures for the entire population of Rutherford, Bedford and Coffee counties are considered, 9,417 MRIs, there is sufficient volume for MTI-New Salem's project as well as for existing underutilized MRI providers to achieve higher volumes.

2021 Projected MRI Utilization

	2021 Population	2015 TN Use Rate	2021 Projected MRIs	2015 Actual MRIs	Incremental Growth
Rutherford	367,508	89.4	32,855	25,536	7,319
Bedford	54,178	89.4	4,844	3,778	1,066
Coffee	58,331	89.4	5,215	4,183	1,032
Total	480,017		42,914	33,497	9,417
Need @2,880/Unit					3.3
Need @3,600/Unit					2.6

Note: Use rate represents the 2015 Tennessee statewide MRI use rate/1,000

Sources: TN DOH Population Statistics and Medical Equipment Registry

10. Section B, Need, Item 1 (Project Specific Criteria-Magnetic Resonance Imaging 6.)

Please provide a narrative response along with supportive data. Do not refer to other sections of the application to document your response.

RESPONSE: There are no specialty MRI units in the service area. Please see **Attachment C** for the inventory of non-specialty MRI units.

11. Section B, Need, Item 1 (Project Specific Criteria-Magnetic Resonance Imaging 7.g.)

Please provide copies of the existing hospital transfer agreements.

RESPONSE: A copy of the existing hospital transfer agreement was provided in the original CON application at Tab 14, the last item behind the radiologist CVs.

12. Section B, Need, Item 1 (Project Specific Criteria-Magnetic Resonance Imaging, Attachment-MRI Need Methodologies and Results)

Please provide a scenario where in projecting MRI scans current county use rates are utilized rather than the statewide rate.

RESPONSE:

Because of low service area MRI utilization rates in all three service area counties (77.1/1,000 to 85.5/1,000) compared to Tennessee overall (89.4/1,000), we do not believe that the application of county-specific use rates are appropriate.

2015 MRI Utilization and Use Rates

	Procedures	Population	Use Rate/1,000	% of State
Rutherford	25,536	298,606	85.5	95.6%
Bedford	3,778	47,185	80.1	89.6%
Coffee	4,183	54,282	77.1	86.2%
Total	33,497	400,073	83.7	93.6%
Statewide	590,347	6,600,211	89.4	

Source: Medical Equipment Registry

However, this information is provided as requested. The following analysis projects service area MRI utilization based on the lower, county-specific MRI use rates.

Based on current county-specific use rates (2015), the projected increase in MRI procedures is expected to generate almost 6,800 additional MRI procedures by 2021, sufficient volume to accommodate approximately between two and three MRI units. Please see the following analysis, which projects 2021 MRI volume for Rutherford County, Bedford County and Coffee County:

**2021 Projected MRI Utilization
At BELOW AVERAGE Current County Rates**

	2021 Population	2015 Cnty Use Rate	2021 Projected MRIs	2015 Actual MRIs	Incremental Growth
Rutherford	367,508	85.5	31,422	25,536	5,886
Bedford	54,178	80.1	4,340	3,778	562
Coffee	58,331	77.1	4,497	4,183	314
Total	480,017		40,259	33,497	6,762
Need @2,880/Unit					2.3
Need @3,600/Unit					1.9

Note: Use rate represents the 2015 Tennessee statewide MRI use rate/1,000

Sources: TN DOH Population Statistics and Medical Equipment Registry

Similarly, MTI-New Salem projects that its service area, which is also experiencing strong population growth, will also generate sufficient MRI volume to support the need for its proposed center. Again, based on county-specific use rates, projections indicate that the service area's MRI volume will increase by 14.7 percent from 14,922 procedures to 17,121 procedures, sufficient incremental growth to support between 0.6 and 0.8 MRI unit. Please see the following exhibit:

**Service Area 2021 Projected MRI Volume
At BELOW AVERAGE Current County Rates**

County/Zip Code	2021 Population	2015 TN Use Rate	2021 Projected MRIs	2015 Actual MRIs	Incremental Growth
Rutherford					
37037	8,316	85.5	711	602	109
37060	2,871	85.5	245	210	35
37127	19,047	85.5	1,629	1384	245
37128	60,589	85.5	5,180	4325	855
37153	6,067	85.5	519	440	79
PSA Subtotal	96,890	85.5	8,284	6,961	1,323
Bedford	54,178	80.1	4,340	3,778	562
Coffee	58,331	77.1	4,497	4,183	314
SSA Subtotal	112,509	78.5	8,837	7,961	876
PSA + SSA Total	209,399		17,121	14,922	2,199
Need @2,880/Unit					0.8
Need @3,600/Unit					0.6

Note: 2015 MRIs for Rutherford County zip codes represent a pro rata share of the county's 2015 MRI volume (25,536) based on the zip codes' percentage of the county's 2017 population

Note: Use rate represents the 2015 Tennessee statewide MRI use rate/1,000

Sources: TN DOH Population Statistics, Nielson, HSDA Medical Equipment Registry

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13. Section B, Need, Item 1 (Project Specific Criteria-Magnetic Resonance Imaging, Attachment-MRI Need Methodologies and Results)

Please provide a detailed discussion on how the market share rates used in projecting the applicant's MRI scans were determined.

RESPONSE: MTI-New Salem based the market share rates used to project MRI scans on the anticipated minimum market capture consistent with incremental MRI scans within its defined Rutherford County zip codes (as opposed to the entire county) plus Bedford and Coffee counties. It assumed a higher market capture for the Rutherford County zip codes because the proposed ODC will be located in Murfreesboro, which is in Rutherford County. MTI-New Salem assumed that it would capture lower market shares in both Bedford and Coffee County due to distance from its proposed ODC and competition from other providers. MTI-New Salem anticipated that it could capture a slightly higher market share in Bedford County than in Coffee County due to better transportation access to its facility. MTI assumed that its initial market share in Year 1 would increase modestly from year-to-year. MTI-New Salem considers these market shares very conservative and achievable and, in fact, its actual market shares could be higher.

14. Section B, Need, Item 5 (Historical MRI Utilization in Applicant's Primary Service Area)

Please describe the existing and approved but unimplemented services of similar healthcare providers in the service area.

RESPONSE: Existing MRI providers are profiled in **Attachment C**. The applicant is not aware of any approved but unimplemented services of similar healthcare providers in the service area.

Please complete the following table.

RESPONSE: Though much of this information has been provided in **Attachment C**, a new table in the requested format will be provided separately.

***Service Area Historical MRI Utilization, 2013-2015**

Provider	Type	County	# of MRIs (1)	Distance from applicant (in miles)	2013	2014	2015	% of MRI Standard in 2015 (2)	% Change
		Rutherford							
		Rutherford							
		Rutherford							
		Rutherford							
		Rutherford							
Rutherford Co. Facility Sub-Total									
		Coffee							
		Coffee							

		Coffee							
		Coffee							
Coffee Co. Facility Sub-Total									
Bedford County									
		Bedford							
Service Area Total									

15. Section B, Need, Item 6 (Applicant's Historical and Projected Utilization)

Please provide a narrative response along with supportive data. Do not refer to other sections of the application to document your response.

Please be more specific in the methodology used to project utilization in Year One and Year Two including detailed calculation from referral sources, and identification of all assumptions. Please indicate the number of MRI referrals the new applicant expects to draw from physicians for the proposed MRI.

RESPONSE: This response supplements the previous information on application page 38.

MTI-New Salem is a proposed new facility and does not have data for the past three years. (Historical data for MTI-Rutherford and MTI-Smyrna are provided in **Attachment C.**)

Projections for the first two years are provided at the end of this section, after the methodology and results.

As stated in Item 6, "provide the details regarding the methodology used to project utilization. The methodology **must include** detailed calculations or documentation from referral sources, and identification of all assumptions."

The methodology and assumptions are provided below. Referral sources will include the Saint Thomas Health physicians who will begin practicing at the New Salem primary care center as well as existing referral sources. Saint Thomas Health will open a new primary care center on March 1, 2017. The center will be located in a newly constructed medical office building at 2723 New Salem Highway in Murfreesboro (Rutherford County).

Both the Saint Thomas Health - New Salem primary care site and MTI's New Salem imaging site were selected to deliver patient care closer to where patients live. The New Salem area is in a high growth area south of I-24 and Saint Thomas Hospital Rutherford. Traffic between New Salem and downtown Murfreesboro is a growing concern, causing access issues to existing providers.

To support these Saint Thomas Health physicians and their patients, as well as other physicians and residents of the community, MTI will provide imaging services for Saint Thomas Health - New Salem including x-ray, mammography and ultrasound services. These services will be available when the center opens in February. In addition, to complementing the range of imaging modalities that will be available at the center (x-ray, mammography and ultrasound), MTI is proposing to develop a new ODC which will provide onsite MRI and CT services.

In 2015, Rutherford County, Bedford County and Coffee County accounted for 33,497 MRI procedures or 83.7 MRIs per 1,000 population. By comparison, the use rate for the state of Tennessee was 89.4 MRI procedures per 1,000, 6.8 percent higher than the service area's use rate. The lower use rate, especially in Bedford County and Coffee County, suggests that service area residents have more limited access to MRI services and that these areas are underserved for MRI services. Please see the following:

2015 MRI Utilization and Use Rates

	Procedures	Population	Use Rate/1,000	% of State
Rutherford	25,536	298,606	85.5	95.6%
Bedford	3,778	47,185	80.1	89.6%
Coffee	4,183	54,282	77.1	86.2%
Total	33,497	400,073	83.7	93.6%
Statewide	590,347	6,600,211	89.4	

Source: Medical Equipment Registry

MTI New Salem expects that with 1) population growth in the service area and 2) improved access to MRI services and a concomitant increase in the area's use rate to that of the state's use rate (89.4/1,000), the number of service area MRIs will increase significantly. The projected increase in MRI procedures is expected to generate more than 9,400 additional MRI procedures by 2021, sufficient volume to accommodate approximately three MRI units. Please see the following analysis, which projects 2021 MRI volume for Rutherford County, Bedford County and Coffee County:

2021 Projected MRI Utilization

	2021 Population	2015 TN Use Rate	2021 Projected MRIs	2015 Actual MRIs	Incremental Growth
Rutherford	367,508	89.4	32,855	25,536	7,319
Bedford	54,178	89.4	4,844	3,778	1,066
Coffee	58,331	89.4	5,215	4,183	1,032
Total	480,017		42,914	33,497	9,417
Need @2,880/Unit					3.3
Need @3,600/Unit					2.6

Note: Use rate represents the 2015 Tennessee statewide MRI use rate/1,000

Sources: TN DOH Population Statistics and Medical Equipment Registry

MTI-New Salem based the market share rates used to project MRI scans on the anticipated minimum market capture consistent with incremental MRI scans within its defined Rutherford County zip codes (as opposed to the entire county) plus Bedford and Coffee counties. It assumed a higher market capture for the Rutherford County zip codes because the proposed ODC will be located in Murfreesboro, which is in Rutherford County. MTI-New Salem assumed that it would capture lower market shares in both Bedford and Coffee County due to distance from its proposed ODC and competition from other providers. MTI-New Salem anticipated that it could capture a slightly higher market share in Bedford County than in Coffee County due to better transportation access to its facility. MTI assumed that its initial market share in Year 1 would increase

modestly from year-to-year. MTI-New Salem considers these market shares very conservative and achievable and, in fact, its actual market shares could be higher.

MTI-New Salem projects, based on conservative and achievable market share assumptions, that its volumes will meet HDSA's volume standard for new MRI units. The following exhibit profiles MTI-New Salem's market share assumptions for its first three operating years:

Market Share Assumptions

County/Zip Code	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)
Rutherford zip codes	17.5%	19.0%	20.0%
Bedford	7.0%	9.0%	11.0%
Coffee	6.0%	8.0%	10.0%

Note: Includes Rutherford County zip codes 37037, 37060, 37127, 37128 and 37153

In summary, based on projected population in the service area, achievement of the statewide use rate for MRI procedures (89.4 per 1,000) and anticipated market capture, MTI-New Salem will be able to achieve the following volumes for 2018, 2019 and 2020:

MTI-New Salem MRI Volume Projections

County/Zip Code	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)
Rutherford zip codes	1,428	1,582	1,698
Bedford	323	422	524
Coffee	305	410	517
Out of Area	108	126	144
Total	2,164	2,540	2,883
HDSA Target	2,160	2,520	2,880

Note: Includes Rutherford County zip codes 37037, 37060, 37127, 37128 and 37153

MTI-New Salem can achieve its volume projections solely from incremental MRI growth in the service area. From 2017 to 2021, the service area will account for almost 3,800 incremental MRI procedures, significantly more than MTI-New Salem's Year 3 projection of 2,883 procedures. Therefore, the impact of the proposed project on existing MRI providers should be minimal. In fact, if the projected incremental MRI procedures for the entire population of Rutherford, Bedford and Coffee counties are considered, 9,417 MRIs, there is sufficient volume for MTI-New Salem's project as well as for existing underutilized MRI providers to achieve higher volumes.

Please refer to the following three exhibits for detailed volume projections for Year 1, Year 2 and Year 3.

Year 1 (2018) MTI-New Salem MRI Volume Projections

County/Zip Code	2018 Pop	2015 Use Rate	2021 MRIs	Projected Market Share	Incremental MRIs
Rutherford					
37037	7,875	89.4	704		
37060	2,739	89.4	245		
37127	18,102	89.4	1,618		
37128	56,807	89.4	5,079		
37153	5,753	89.4	514		
PSA Subtotal	91,276	89.4	8,160	17.5%	1,428
Bedford	51,659	89.4	4,618	7.0%	323
Coffee	56,894	89.4	5,086	6.0%	305
SSA Subtotal	108,553	89.4	9,704		628
Out of Area (5%)					108
Year 1 MRI Total					2,164

Note: Nielson 2020 zip code population data was interpolated from 2017 and 2022 data

Sources: TN DOH Population Statistics and Nielson

Year 2 (2019) MTI-New Salem MRI Volume Projections

	2019 Pop	2015 Use Rate	2021 MRIs	Projected Market Share	Incremental MRIs
Rutherford					
37037	8,019	89.4	717		
37060	2,782	89.4	249		
37127	18,412	89.4	1,646		
37128	58,040	89.4	5,189		
37153	5,856	89.4	524		
PSA Subtotal	93,109	89.4	8,325	19.0%	1,582
Bedford	52,486	89.4	4,692	9.0%	422
Coffee	57,369	89.4	5,129	8.0%	410
SSA Subtotal	109,855	89.4	9,821		832
Out of Area (5%)					126
Year 2 MRI Total					2,540

Note: Nielson 2020 zip code population data was interpolated from 2017 and 2022 data

Sources: TN DOH Population Statistics and Nielson

Year 3 (2020) MTI-New Salem MRI Volume Projections

	2020 Pop	2015 Use Rate	2021 MRIs	Projected Market Share	Incremental MRIs
Rutherford					
37037	8,166	89.4	730		
37060	2,826	89.4	253		
37127	18,727	89.4	1,674		
37128	59,300	89.4	5,301		
37153	5,961	89.4	533		
PSA Subtotal	94,980	89.4	8,491	20.0%	1,698
Bedford	53,326	89.4	4,767	11.0%	524
Coffee	57,848	89.4	5,172	10.0%	517
SSA Subtotal	111,174	89.4	9,939		1,041
Out of Area (5%)					144
Year 3 MRI Total					2,883

Note: Nielson 2020 zip code population data was interpolated from 2017 and 2022 data

Sources: TN DOH Population Statistics and Nielson

With respect to CT, MTI has projected the these volumes for its New Salem center based on its historical ratio of CT to MRI procedures. Historically, MTI's CT volume has accounted for approximately 77 percent of its MRI volume. Assuming that this ratio holds for its New Salem center, MTI anticipates the following CT volumes for Year 1, Year 2, and Year 3:

MTI-New Salem CT Volume Projections

	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)
Projected MRIs	2,164	2,540	2,883
MTI Ratio of CT to MRI	.77	.77	.77
Projected CTs	1,666	1,956	2,220

In summary, MTI's proposal to develop an ODC and establish MRI and CT services in Saint Thomas Health-New Salem's primary care center will have a positive impact on the delivery of high tech imaging services for the residents of southern Rutherford County, Bedford County and Coffee County. Based on statewide use rates, MTI-New Salem's service area has limited access to high tech imaging services, especially MRI services. MTI's project will increase the availability of MRI and CT services as well as improve access to these services. Because of the strong population growth that has been projected for the service area, MTI will be able to achieve sufficient volumes to meet HDSA's standards with modest market capture. In fact, the projected growth in MRIs not only supports the need for MTI's project but also allows existing, underutilized units to achieve higher volumes as well. In addition, current CT units in the area are highly utilized and are not expected to be negatively impacted by MTI-New Salem new CT service.

16. Section B, Economic Feasibility Item 1 (Project Costs Chart)

Are all the costs associated with the MRI equipment including installation of the equipment as detailed in Item 1.C. on page 30 of the application included in the Project Costs Chart? If not, please make the necessary adjustments.

RESPONSE: Yes, these costs are included as part of the equipment quote in the original CON application at Tab 7. No adjustments to the Project Costs Chart are required.

The applicant listed \$655,100 in moveable equipment. Is this accurate since the proposed MRI is fixed? As directed, please list all equipment over \$50,000 as separate attachments.

RESPONSE: These costs should have been reported as fixed equipment. A replacement page 40 is provided in **Attachment D**.

The lease expense should include all the square footage associated with the operation of the ODC. Does the lease expense only include the square footage for the rooms where the MRI and CT Scanners are located? If yes, please submit a revised Project Costs Chart and make any other applicable changes in the application.

RESPONSE: It is our understanding that ODC licensure requirements pertain to the MRI and CT units only. As such, the lease expense and square footage are reported appropriately in the original CON application.

17. Section B, Economic Feasibility Item 2 and 6.A

It is noted the applicant will fund the proposed project with cash reserves. However, the applicant provided unaudited financial documents that indicate a current ratio of .86 to 1. A ratio of 1:1 would be required to have the minimum amount of assets needed to cover current liabilities. **Please provide documentation from a banker or financial institution regarding the availability of \$1,311,472 to fund the proposed project.**

RESPONSE: A copy of the most recently audited MTI financial statements is provided in **Attachment E**. The Current Ratio is greater than 1:1. Throughout the year, MTI's current ratio will fluctuate a small amount both above and below the 1:1 threshold as operations ebb and flow. MTI has the cash reserves to fund the project. Additionally, \$243,167 of the project costs relate to the lease which will be funded by the operating revenue of the ODC. Therefore, an outside funding letter is not required to support the project.

18. Section B, Economic Feasibility Item 4 (Projected Data Chart)

Your response to this item is noted. Please provide a Projected Data Chart for the MRI service only and one for the outpatient diagnostic center in total.

RESPONSE : It is our understanding that ODC licensure requirements pertain to the MRI and CT units only. As such, the Projected Data Chart is reported appropriately in the original CON application.

19. Section B, Economic Feasibility Item 6.C

It is noted MTI's capitalization ratio is 77.4%. Please provide details how this ratio was calculated since the applicant does not have audited financials.

RESPONSE: MTI's most recent audit (2015) is provided in Attachment E. Calculations are provided below.

CAPITALIZATION RATIO CALCULATION

	2015	2014
Long-term debt	11,951,799	14,036,222
Members equity	4,819,300	4,089,196
Capitalization Ratio	0.713	0.774

Source: Audited Financial Statements, Consolidated Balance Sheet

20. Section B, Orderly Development Item 2.

If approved, what type of impact will the proposed MRI service have on the existing MRI ODCs (3), hospitals (2), and physician providers (2) in Rutherford County?

RESPONSE: MTI-New Salem can achieve its volume projections solely from incremental MRI growth in the service area. From 2017 to 2021, the service area will account for almost 3,800 incremental MRI procedures, significantly more than MTI-New Salem's Year 3 projection of 2,883 procedures. Therefore, the impact of the proposed project on existing MRI providers should be minimal. In fact, if the projected incremental MRI procedures for the entire population of Rutherford, Bedford and Coffee counties are considered (9,417 MRI procedures), there is sufficient volume for MTI-New Salem's project as well as for existing underutilized MRI providers to achieve higher volumes. This would be true for the existing MRI ODCs (3), hospitals (2), and physician providers (2) in Rutherford County. Please see the following calculations.

In 2015, Rutherford County, Bedford County and Coffee County accounted for 33,497 MRI procedures or 83.7 MRIs per 1,000 population. By comparison, the use rate for the state of Tennessee was 89.4 MRI procedures per 1,000, 6.8 percent higher than the service area's use rate. The lower use rate, especially in Bedford County and Coffee County, suggests that service area residents have more limited access to MRI services and that these areas are underserved for MRI services. Please see the following:

2015 MRI Utilization and Use Rates

	Procedures	Population	Use Rate/1,000	% of State
Rutherford	25,536	298,606	85.5	95.6%
Bedford	3,778	47,185	80.1	89.6%
Coffee	4,183	54,282	77.1	86.2%
Total	33,497	400,073	83.7	93.6%
Statewide	590,347	6,600,211	89.4	

Source: Medical Equipment Registry

MTI New Salem expects that with 1) population growth in the service area and 2) improved access to MRI services and a concomitant increase in the area's use rate to that of the state's use rate (89.4/1,000), the number of service area MRIs, including all those in Rutherford County, will increase significantly. The projected increase in MRI procedures is expected to generate more than 9,400 additional MRI procedures by 2021, sufficient volume to accommodate approximately two more MRI units after MTI-New Salem's initial start and ramp up. Please see the following analysis, which projects 2021 MRI volume for Rutherford County, Bedford County and Coffee County:

2021 Projected MRI Utilization

	2021 Population	2015 TN Use Rate	2021 Projected MRIs	2015 Actual MRIs	Incremental Growth
Rutherford	367,508	89.4	32,855	25,536	7,319
Bedford	54,178	89.4	4,844	3,778	1,066
Coffee	58,331	89.4	5,215	4,183	1,032
Total	480,017		42,914	33,497	9,417
Need @2,880/Unit					3.3
Need @3,600/Unit					2.6

Note: Use rate represents the 2015 Tennessee statewide MRI use rate/1,000

Sources: TN DOH Population Statistics and Medical Equipment Registry

21. Section B, Orderly Development Item 6.A.

Please provide more specific information of the current progress of CN1110-037, CN1307-028, and CN0307-029.

RESPONSE: See below.

- CN1110-037, \$110 million Saint Thomas West renovation project. The West project is substantially complete on the adjusted/modified budget of \$90 million. A final project report will be filed the next 30 days.
- CN1307-028, Saint Thomas Midtown joint replacement project. This project is complete, on time and on budget. A final project report was submitted in June 2016.

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- CN1307-029, Baptist Plaza Surgicare. This project is actually managed by another affiliate of Saint Thomas Health unrelated to the applicant. Further information has not been provided to MTI.

22. Section B, Orderly Development Item 7

Based on the Certificate of Need Application Middle TN Imaging, LLC dba Premier Radiology, CN1605-016 applicant Agency presentation, HSDA has not received MRI registrations and/or 2015 utilizations for Premier Radiology Briarville and Premier Radiology Hendersonville. Please complete and submit.

RESPONSE: Premier Radiology Briarville and Premier Radiology Hendersonville do not perform any MRI services. There is a Mobile MRI unit that does perform services at the same location as these centers under the Mobile MRI Medical Services ODC License #058. The utilization volumes for this mobile unit were submitted under the appropriate ODC.

23. Section C, Project Forecast Completion Chart

If this application is deemed complete by the end of January, the Agency will likely hear this application on April 26, 2017. If the applicant does not expect this application to be deemed complete by the end of January, then no changes to the Project Forecast Completion Chart will be needed. Please make the applicable changes to the Initial Decision Date and submit a revised Project Forecast Completion Chart, if necessary.

RESPONSE: Based upon this series of questions and responses, MTI fully expects that this project will be heard at the April meeting. A revised Project Forecast Completion Chart is included as **Attachment F**.

Thank you for the opportunity to provide this supplemental information. Should you have any questions or require additional information, please do not hesitate to contact me.

A notarized affidavit is provided as **Attachment G**.

Sincerely,



Mark Gaw
Chief Financial Officer

attachments

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Attachment A

Attachment B

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Service Area Utilization - MRI At or Above 80% Utilization

County	MRI Facility	Procedures				Units				Utilization at 3,600		
		2013	2014	2015		2013	2014	2015		2013	2014	2015
Rutherford	MTI Rutherford	5,170	5,595	6,480		2	2	2		71.8%	77.7%	90.0%
Rutherford	The Image Ctr. Of Murfreesboro	4,854	5,524	5,244		1	1	1		134.8%	153.4%	145.7%
	ODC Total	10,024	11,119	11,724		3	3	3		92.8%	103.0%	108.6%
Rutherford	TriStar TriStar Stonecrest	2,369	2,509	2,896		1	1	1		65.8%	69.7%	80.4%
	Hospital Total	2,369	2,509	2,896		1	1	1		65.8%	69.7%	80.4%

Source: MRI Equipment Registry (as of 10/17/2016)

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Attachment C

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Service Area Utilization - MRI

County	MRI Facility	Procedures			Units			Utilization at 3,600		
		2013	2014	2015	2013	2014	2015	2013	2014	2015
Rutherford	MTI Rutherford	5,170	5,595	6,480	2	2	2	71.8%	77.7%	90.0%
Rutherford	MTI Smyrna	2,392	3,003	3,614	2	2	2	33.2%	41.7%	50.2%
Rutherford	TN PET Scan Ctr LLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Rutherford	The Image Ctr. Of Murfreesboro	4,854	5,524	5,244	1	1	1	134.8%	153.4%	145.7%
	ODC Total	12,416	14,122	15,338	5	5	5	69.0%	78.5%	85.2%
Rutherford	Saint Thomas Rutherford	2,386	2,322	2,630	2	2	2	33.1%	32.3%	36.5%
Rutherford	TriStar TriStar Stonecrest	2,369	2,509	2,896	1	1	1	65.8%	69.7%	80.4%
Rutherford	Trustpoint	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bedford	Heritage M.C.	1,125	1,144	1,192	1	1	1	31.3%	31.8%	33.1%
Coffee	Hartson Regional	2,554	2,110	2,371	1	1	1	70.9%	58.6%	65.9%
Coffee	United Regional medical Ctr	1,610	1,557	N/A	1	1	N/A	44.7%	43.3%	N/A
Coffee	MC of Manchester	721	853	N/A	1	1	N/A	20.0%	23.7%	N/A
Coffee	Unity Medical Center	N/A	N/A	1,871	N/A	N/A	2	N/A	N/A	26.0%
	Hospital Total	10,765	10,495	10,960	7	7	7	42.7%	41.6%	43.5%
Rutherford	Murfreesboro Medical Clinic-Garriso	1,994	2,344	2,770	1	1	1	55.4%	65.1%	76.9%
Rutherford	Tennessee Orthopaedic Alliance Im	4,148	4,528	4,530	1	1	2	115.2%	125.8%	62.9%
	PO Physician Owned Total	6,142	6,872	7,300	2	2	3	85.3%	95.4%	67.6%
	Grand Total	29,323	31,489	33,598	14	14	15	58.2%	62.5%	62.2%

Source: MRI Equipment Registry (as of 10/17/2016)

Attachment D

PROJECT COST CHART

A. Construction and equipment acquired by purchase:		
1.	Architectural and Engineering Fees	\$50,000.00
2.	Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	\$100,000.00
3.	Acquisition of Site	-
4.	Preparation of Site	-
5.	Total Construction Costs	\$223,205.25
6.	Contingency Fund	-
7.	Fixed Equipment (Not included in Construction Contract)	\$655,100.00
8.	Moveable Equipment (List all equipment over \$50,000 as separate attachments)	
9.	Other (Specify) <u>Furniture</u>	\$25,000.00
B. Acquisition by gift, donation, or lease:		
1.	Facility (inclusive of building and land)	\$243,166.71
2.	Building only	-
3.	Land only	-
4.	Equipment (Specify) <u>N/A.</u>	
5.	Other (Specify) <u>N/A.</u>	
C. Financing Costs and Fees:		
1.	Interim Financing	-
2.	Underwriting Costs	-
3.	Reserve for One Year's Debt Service	-
4.	Other (Specify) <u>N/A.</u>	
D.	Estimated Project Cost (A+B+C)	\$1,296,471.96
E.	CON Filing Fee	\$15,000.00
F.	Total Estimated Project Cost (D+E)	\$1,311,471.96
	TOTAL	\$1,311,471.96

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Attachment E

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3:13 pm

**MIDDLE TENNESSEE IMAGING, LLC
AND SUBSIDIARIES**

FINANCIAL STATEMENTS

December 31, 2015 and 2014

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES

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January 26, 2017**3:13 pm****FRASIERDEAN
HOWARD**CPAs

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Owners of
Middle Tennessee Imaging, LLC and Subsidiaries
Goodlettsville, Tennessee

We have audited the accompanying consolidated financial statements of Middle Tennessee Imaging, LLC (a limited liability corporation) and subsidiaries, which comprise the consolidated balance sheets as of December 31, 2015 and 2014, and the related consolidated statements of operations, members' equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

January 26, 2017**3:13 pm****Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Middle Tennessee Imaging, LLC and subsidiaries as of December 31, 2015 and 2014, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Frost, Owen & Hand, PLLC

April 22, 2016

January 26, 2017**3:13 pm**

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
December 31, 2015 and 2014

	2015	2014
Assets		
Current assets:		
Cash and cash equivalents	\$ 3,914,116	\$ 3,899,673
Accounts receivable, net	5,515,805	6,702,938
Prepaid expenses	181,350	151,082
Other assets	80,333	79,593
Total current assets	9,691,604	10,833,286
Property and equipment, net	14,924,497	18,239,803
Goodwill	600,000	600,000
Total assets	<u>\$ 25,216,101</u>	<u>\$ 29,673,089</u>
Liabilities and Members' Equity		
Current liabilities:		
Accounts payable and accrued expenses	\$ 4,360,579	\$ 5,463,248
Notes payable	4,084,423	6,084,423
Total current liabilities	8,445,002	11,547,671
Notes payable, net of current portion	11,951,799	14,036,222
Total liabilities	20,396,801	25,583,893
Members' equity	4,819,300	4,089,196
Total liabilities and members' equity	<u>\$ 25,216,101</u>	<u>\$ 29,673,089</u>

See accompanying notes.

January 26, 2017**3:13 pm**

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
Years Ended December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Net revenue:		
Service fee revenue, net of contractual allowances and discounts	\$ 52,517,623	\$ 45,581,797
Provision for doubtful accounts	<u>(5,283,166)</u>	<u>(4,416,715)</u>
Net service fee revenue	47,234,457	41,165,082
Net earnings from STHS hospitals	416,248	2,198,325
Non-medical revenue:		
Rent revenue	90,899	145,315
Other	<u>618,489</u>	<u>624,903</u>
Net revenue	<u>48,360,093</u>	<u>44,133,625</u>
Operating expenses:		
Contracted services	14,731,072	11,317,076
Salaries and benefits	10,564,160	10,265,374
Supplies	3,978,566	4,006,784
Depreciation and amortization	3,733,484	3,749,471
Repairs and maintenance	3,726,413	2,952,194
Leases and rents	2,736,020	2,707,893
Other operating expenses	<u>2,189,803</u>	<u>2,079,328</u>
Total operating expenses	<u>41,659,518</u>	<u>37,078,120</u>
Income from operations	6,700,575	7,055,505
Other income (expense):		
Interest expense	(547,951)	(758,210)
(Loss) gain on disposal of property and equipment	<u>(528)</u>	<u>426</u>
Total other income (expense)	<u>(548,479)</u>	<u>(757,784)</u>
Net income before taxes	6,152,096	6,297,721
Provision for state income taxes	<u>(171,992)</u>	<u>(376,130)</u>
Net income	<u>\$ 5,980,104</u>	<u>\$ 5,921,591</u>

See accompanying notes.

January 26, 2017**3:13 pm**

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY
Years Ended December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Members' equity, beginning of year	\$ 4,089,196	\$ 4,167,605
Distributions	(5,250,000)	(6,000,000)
Net income	<u>5,980,104</u>	<u>5,921,591</u>
Members' equity, end of year	<u>\$ 4,819,300</u>	<u>\$ 4,089,196</u>

See accompanying notes.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
Years Ended December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities:		
Net income	\$ 5,980,104	\$ 5,921,591
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	3,733,484	3,749,471
Loss (gain) on disposal of property and equipment	528	(426)
Provision for doubtful accounts	5,283,166	4,416,715
Changes in assets and liabilities:		
Accounts receivable	(4,096,033)	(4,794,583)
Prepaid expenses	(30,268)	(34,876)
Other assets	(740)	83,575
Accounts payable and accrued expenses	(1,102,669)	1,570,577
Net cash provided by operating activities	<u>9,767,572</u>	<u>10,912,044</u>
Cash flows from investing activities:		
Purchases of property and equipment	(418,706)	(3,090,230)
Acquisition of membership interest	<u>-</u>	<u>(900,000)</u>
Net cash used in investing activities	<u>(418,706)</u>	<u>(3,990,230)</u>
Cash flows from financing activities:		
Proceeds from notes payable	-	4,200,000
Payments on notes payable	(4,084,423)	(3,579,355)
Member distributions	(5,250,000)	(6,000,000)
Net cash used in financing activities	<u>(9,334,423)</u>	<u>(5,379,355)</u>
Increase in cash and cash equivalents	14,443	1,542,459
Cash and cash equivalents, beginning of year	<u>3,899,673</u>	<u>2,357,214</u>
Cash and cash equivalents, end of year	<u>\$ 3,914,116</u>	<u>\$ 3,899,673</u>
Supplemental disclosures of cash flow information:		
Cash paid during the year for:		
Interest	<u>\$ 547,951</u>	<u>\$ 758,210</u>
Income taxes	<u>\$ 178,359</u>	<u>\$ 408,337</u>

See accompanying notes.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2015 and 2014

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Middle Tennessee Imaging, LLC (the “Company”) was formed in April 2011 and provides diagnostic imaging services including magnetic resonance imaging (MRI), computed tomography (CT), positron emission tomography (PET), mammography, ultrasound, diagnostic radiology, or X-ray, and other related procedures. The Company owns a membership interest in RADS of America, LLC, and Premier Mobile, LLC, single member limited liability companies. The Company operates 14 imaging centers in Middle Tennessee. The Company operates as a limited liability company and its members have limited personal liability for the obligations or debts of the Company. Only one class of members’ interest exists and the entity’s life is not finite.

Principles of Consolidation

The consolidated financial statements at December 31, 2015 and 2014 include the accounts of the Company and its wholly-owned subsidiaries, RADS of America, LLC and Premier Mobile, LLC (“Premier Mobile”). Premier Mobile was formed in 2014 to acquire the membership interest of Mobile MRI Medical Services, LLC. All significant inter-entity transactions and balances have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenues

Patient revenues, net of contractual allowances and discounts, consist of net patient fees received from various payers based upon established contractual billing rates, less allowances for contractual adjustments and discounts.

Service fee revenues are recorded during the period the services are provided based upon the estimated amounts due from the patients and third-party payers. Third-party payers include federal and state agencies (under Medicare and Medicaid programs), managed care health plans, commercial insurance companies, and employers. Estimates of contractual allowances under managed care health plans are based upon the payment terms specified in the related contractual agreements. Contractual payment terms in managed care agreements are generally based upon predetermined rates per discounted fee-for-service rates. A provision for doubtful accounts (based primarily on historical collection experience) is also recorded related to patients without insurance and copayment and deductible amounts for patients who have health care coverage under a third-party payer.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
December 31, 2015 and 2014

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenues (Continued)

The Company's service fee revenue, net of contractual allowances and discounts and the provision for doubtful accounts for the years ended December 31, 2015 and 2014 are summarized in the following table:

	<u>2015</u>	<u>2014</u>
Commercial insurance	\$ 29,493,319	\$ 26,684,636
Medicare	15,269,606	11,958,333
Medicaid	4,874,703	4,540,730
Workers' compensation	1,722,681	1,687,590
Other	<u>1,157,314</u>	<u>710,508</u>
Service fee revenue, net of contractual allowances and discounts	52,517,623	45,581,797
Provision for doubtful accounts	<u>(5,283,166)</u>	<u>(4,416,715)</u>
Net service fee revenue	<u>\$ 47,234,457</u>	<u>\$ 41,165,082</u>

Cash and Cash Equivalents

For the purpose of the consolidated statements of cash flows, cash includes cash and all highly liquid investments with original maturities of ninety days or less when purchased.

Accounts Receivable

Substantially all accounts receivable are due under fee-for-service contracts from third-party payers, such as insurance companies and government-sponsored healthcare programs, or directly from patients. Services are generally provided pursuant to one-year contracts with healthcare providers. Receivables are generally collected within industry norms for third-party payers. Collections from payers are continuously monitored and an allowance for uncollectible accounts is maintained based upon specific payer collection issues that have been identified and historical experience.

Provision for Doubtful Accounts

An allowance is provided against accounts receivable that could become uncollectible to reduce the carrying value of such receivables to their estimated net realizable value. This allowance is estimated based on the aging of accounts receivable by each type of payer over an 18-month look-back period and other relevant factors. The allowance for bad debts totaled \$2,199,926 and \$1,583,550 at December 31, 2015 and 2014, respectively.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
December 31, 2015 and 2014

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation and amortization are provided by use of the straight-line method over the estimated useful lives of the assets, which range from 4 to 10 years. Leasehold improvements are depreciated over the shorter of the lease term or the estimated useful life of the asset. Maintenance and repairs are charged to expense as incurred.

Goodwill

Goodwill and intangible assets with indefinite useful lives are not amortized, but instead are tested for impairment at least annually at the reporting unit level. If impairment exists, a write-down to estimated fair value (normally measured by discounting estimated future cash flows) is recorded. No goodwill impairment charges were recorded in 2015 or 2014.

Income Taxes

The Company is treated as a partnership for federal income tax purposes and does not incur federal income taxes. Instead, its income or loss is included in the income tax returns of the members. The Company is subject to Tennessee franchise and excise taxes.

The Company follows Financial Accounting Standards Board Accounting Standards Codification guidance which clarifies the accounting for uncertainty in income taxes recognized in an entity's financial statements. This guidance prescribes a minimum probability threshold that a tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. The Company has no tax penalties or interest reported in the accompanying consolidated financial statements. Tax years that remain open to examination include the years ended December 31, 2012 through 2015.

Subsequent Events

The Company evaluated subsequent events through April 22, 2016, when these consolidated financial statements were available to be issued. Management is not aware of any significant events that occurred subsequent to the consolidated balance sheet date but prior to the filing of this report that would have a material impact on the consolidated financial statements.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
December 31, 2015 and 2014

NOTE 2 – PROPERTY AND EQUIPMENT

Property and equipment consist of the following at December 31, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Land	\$ 967,099	\$ 967,099
Buildings	1,847,721	1,847,721
Leasehold improvements	9,476,526	9,380,445
Office furniture and equipment	676,004	668,411
Medical equipment	24,406,895	24,221,474
Computer equipment and software	1,679,184	1,571,307
Automobiles	<u>98,127</u>	<u>100,573</u>
	39,151,556	38,757,030
Less: accumulated depreciation	<u>(24,227,059)</u>	<u>(20,517,227)</u>
	<u>\$ 14,924,497</u>	<u>\$ 18,239,803</u>

Depreciation and amortization expense totaled \$3,733,484 and \$3,749,471 for the years ended December 31, 2015 and 2014, respectively.

NOTE 3 – NOTES PAYABLE

During 2012, the Company entered into a credit facility with a financial institution. The facility consists of the following at December 31, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Line of credit allowing for maximum borrowings of \$3,000,000. The line matures in June 2019 and is secured by a deed of trust, the Company's assets, and a guaranty by RADS of America, LLC. Interest is payable monthly at a variable rate (3.03% at December 31, 2015). The loan agreement requires that the Company maintain a minimum fixed charge coverage ratio computed on a quarterly basis.	\$ 2,000,000	\$ 2,000,000
Note payable for purchase of property and equipment, payable in monthly principal and interest installments of \$302,243. Interest is charged at a variable rate (3.03% at December 31, 2015). All unpaid principal and interest is due June 2019. The note is secured by a deed of trust, the Company's assets, and a guaranty by RADS of America, LLC.	<u>14,036,222</u>	<u>18,120,645</u>
Total notes payable	<u>\$ 16,036,222</u>	<u>\$ 20,120,645</u>

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
December 31, 2015 and 2014

NOTE 3 – NOTES PAYABLE (Continued)

Annual principal maturities of the facility are as follows at December 31, 2015:

Years Ending December 31:	
2016	\$ 4,084,423
2017	4,084,423
2018	4,084,423
2019	3,782,953
2020	-
Thereafter	-
	<u>\$ 16,036,222</u>

Total interest expense was \$547,951 and \$758,210 for the years ended December 31, 2015 and 2014, respectively.

NOTE 4 – LEASES

The Company has entered into numerous noncancelable operating lease agreements for various office and center facilities with lease terms expiring at various dates through the year 2023 as follows:

<u>Center</u>	<u>Lease Expiration Date</u>
Belle Meade	April 2021
Briarville	October 2016
Clarksville	September 2017
Cool Springs	March 2022
Hendersonville	February 2023
Hermitage	June 2019
Midtown	July 2018
Mt. Juliet	April 2020
Murfreesboro	October 2020
Nashville	December 2023
Smyrna	December 2023
St. Thomas West	July 2024

Rent expense under these leases for the years ended December 31, 2015 and 2014 totaled \$2,557,790 and \$2,578,551, respectively.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
December 31, 2015 and 2014

NOTE 4 – LEASES (Continued)

Minimum lease commitments are as follows at December 31, 2015:

<u>Years Ending December 31:</u>	
2016	\$ 2,339,949
2017	2,337,608
2018	2,296,524
2019	1,896,873
2020	1,575,703
Thereafter	<u>2,181,938</u>
	<u>\$ 12,628,595</u>

NOTE 5 – STATE INCOME TAXES

The provision for state income taxes consists of the following at December 31, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Current	\$ 171,992	\$ 376,130
Deferred	<u>-</u>	<u>-</u>
	<u>\$ 171,992</u>	<u>\$ 376,130</u>

The provision for state income taxes differs from the computed amount at the applicable state statutory rate due primarily to income subject to self employment taxes being exempt from tax for Tennessee excise tax purposes.

Deferred state tax assets and liabilities are not significant at December 31, 2015 and 2014.

NOTE 6 – CONTRACTS AND AGREEMENTS

The Company has entered into a billing and management agreement with PhyData, LLC (a related party) whereby the Company pays PhyData, LLC an agreed upon percentage of collections. During the years ended December 31, 2015 and 2014, the Company recognized expense under this agreement totaling \$3,040,763 and \$2,645,060, respectively. Amounts payable to PhyData, LLC totaled \$550,856 and \$568,207 as of December 31, 2015 and 2014, respectively.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
December 31, 2015 and 2014

NOTE 6 – CONTRACTS AND AGREEMENTS (Continued)

The Company has entered into a professional services agreement with Advanced Diagnostic Imaging, P.C. (a related party) and Midstate Radiology Inc. (a related party) to provide reading and interpretation services based on a percentage of collections. During the years ended December 31, 2015 and 2014, the Company recognized expense under this agreement totaling \$10,219,491 and \$7,258,940, respectively. Amounts payable to Advanced Diagnostic Imaging, P.C. and Midstate Radiology Inc. totaled \$1,518,416 and \$1,361,567 as of December 31, 2015 and 2014, respectively.

The Company has entered into an employee leasing agreement with NOL, LLC (a related party) to provide all employees for the Company. Under terms of the agreement, the Company reimburses NOL, LLC all costs associated with the applicable employees. During the years ended December 31, 2015 and 2014, the Company recognized expense under the agreement totaling \$10,251,866 and \$9,866,822, respectively. Amounts payable to NOL, LLC totaled \$0 and \$406,566 as of December 31, 2015 and 2014, respectively.

NOTE 7 – PROFIT SHARING PLAN

The Company has a combination profit sharing and 401(k) plan (the “Plan”), which covers all employees who are at least age 18 and have completed one year of service. The Plan provides for safe harbor, discretionary matching, and discretionary profit sharing contributions. For the years ended December 31, 2015 and 2014, the Company recognized related expenses totaling \$495,347 and \$570,780, respectively.

NOTE 8 – CHARITY CARE ASSISTANCE

The Company provides certain services to individuals who do not have insurance or other means to pay for the services received. These services represent charity care and are not reported as revenue. The cost of charity care provided by the Company during the years ended December 31, 2015 and 2014 was approximately \$1,125,000 and \$945,000, respectively.

NOTE 9 – CONCENTRATIONS

The Company maintains cash balances at financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation up to statutory limits. As of December 31, 2015 and 2014, the Company’s depository accounts exceeded such insurance limits by approximately \$3,300,000, respectively.

NOTE 10 – RISK OF LOSS

The Company is exposed to various risks of loss including medical malpractice, general liability, errors and omissions, and other situations. The Company purchases commercial insurance for the significant risks of loss. There have been no significant claims during the years ended December 31, 2015 and 2014.

Attachment F

January 26, 2017**3:13 pm****PROJECT COMPLETION FORECAST CHART**

Assuming the Certificate of Need (CON) approval becomes the final HSDA action on the date listed in Item 1. below, indicate the number of days from the HSDA decision date to each phase of the completion forecast.

Phase	Days Required	Anticipated Date [Month/Year]
1. Initial HSDA decision date		04/17
2. Architectural and engineering contract signed	20	05/17
3. Construction documents approved by the Tennessee Department of Health	30	05/17
4. Construction contract signed	30	05/17
5. Building permit secured	60	06/17
6. Site preparation completed	60	07/17
7. Building construction commenced	90	07/17
8. Construction 40% complete	120	08/17
9. Construction 80% complete	150	09/17
10. Construction 100% complete (approved for occupancy)	180	10/17
11. *Issuance of License	210	11/17
12. *Issuance of Service	210	11/17
13. Final Architectural Certification of Payment	240	12/17
14. Final Project Report Form submitted (Form HR0055)	270	01/18

*For projects that **DO NOT** involve construction or renovation, complete Items 11 & 12 only.

NOTE: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date

January 26, 2017

3:13 pm

Attachment G

January 26, 2017

3:13 pm

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

NAME OF FACILITY: MIDDLE TENNESSEE IMAGING, LLC dba PREMIER RADIOLOGY
NEW SALEM

I, MARK GAW, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.



[Signature], CFO
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 25 day of Jan, 2017, witness my hand at office in the County of Davidson, State of Tennessee.

[Signature]
NOTARY PUBLIC

My commission expires July 8th, 2017.

HF-0043

Revised 7/02

Supplemental #2 -Original-

Middle TN Imaging, LLC

CN1701-003

January 31, 2017

2:11 pm

January 31, 2017

Hand Delivery

Phillip Earhart, HSD Examiner
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: Certificate of Need Application, CN1701-003, Mid-TN Imaging, LLC d/b/a Premier Radiology

Establishment of a New ODC and Initiation of MRI and CT Services

Dear Mr. Earhart:

This letter is our response to your second supplemental request of January 30, 2017. This information is provided in triplicate along with a notarized affidavit.

1. Section B, Economic Feasibility Item 1 (Project Costs Chart)

The lease expense should include all the square footage associated with the operation of the ODC. Please submit a revised Project Costs Chart and make any other applicable changes in the application. This request is consistent with ODC applications previously reviewed and heard by the Agency.

RESPONSE: All leased space for the proposed New Salem facility is now included here. A revised Project Costs Chart is provided in **Attachment A**.

A contractor's cost letter for the base suite build out is provided in **Attachment B**.

Equipment quotes for x-ray, ultrasound and mammography equipment are provided in **Attachment C**.

A new funding letter is provided in **Attachment D**.

An additional filing fee check for \$67.53 is enclosed.

2. Section B, Economic Feasibility Item 4 (Projected Data Chart)

Your response to this item is noted. Please provide a Projected Data Chart for the MRI service only and one for the outpatient diagnostic center in total. This request is consistent with ODC applications previously reviewed and heard by the Agency.

RESPONSE: A Projected Data Chart for the MRI service only and one for the outpatient diagnostic center in total are provided in **Attachment E**.

January 31, 2017**2:11 pm**

Mr. Phillip Earhart
January 31, 2017
Page 2

3. Section B, Orderly Development Item 7

Based on the Certificate of Need Application Middle TN Imaging, LLC dba Premier Radiology, CN1605-016 applicant Agency presentation, HSDA has not received MRI registrations and/or 2015 utilizations for Premier Radiology Briarville and Premier Radiology Hendersonville. We acknowledge that data is being reported under mobile MRI services/Clarksville, however providers who have multiple facilities under their license are required to report those utilizations independently of the main provider that hold the license. Please complete and submit.

RESPONSE: MTI's Mark Gaw spoke with HSDA's Alicia Craighead, on Tuesday, January 31, 2017, at 9:30 am (Central Time), concerning this matter. MTI will not need to resubmit the 2015 utilizations for Mobile MRI Medical Services, LLC. In 2015, MTI submitted a total of 2,555 scans. Of these scans, 2,265 were performed at Mobile MRI Medical Services – Clarksville, 256 were performed at Mobile MRI Medical Services – Briarville, and 34 were performed at Mobile MRI Medical Services – Hendersonville. Going forward (beginning with this year's submission for 2016), MTI will submit the volumes by location as noted above based on Ms. Craighead's instructions.

Thank you for the opportunity to provide this supplemental information. Should you have any questions or require additional information, please do not hesitate to contact me.

A notarized affidavit is provided here as well, in **Attachment F**.

Sincerely,



Mark Gaw
Chief Financial Officer

attachments

January 31, 2017

2:11 pm

Attachment A

January 31, 2017**2:11 pm****PROJECT COST CHART**

A. Construction and equipment acquired by purchase:		
1.	Architectural and Engineering Fees	\$ 50,000.00
2.	Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	100,000.00
3.	Acquisition of Site	-
4.	Preparation of Site	-
5.	Total Construction Costs*	391,745.17
6.	Contingency Fund	-
7.	Fixed Equipment (Not included in Construction Contract)	655,100.00
8.	Moveable Equipment (List all equipment over \$50,000 as separate attachments)**	302,669.42
9.	Other (Specify) <u>Furniture</u>	25,000.00
B. Acquisition by gift, donation, or lease:		
1.	Facility (inclusive of building and land)***	1,095,924.88
2.	Building only	-
3.	Land only	-
4.	Equipment (Specify) <u>N/A.</u>	
5.	Other (Specify) <u>N/A.</u>	
C. Financing Costs and Fees:		
1.	Interim Financing	-
2.	Underwriting Costs	-
3.	Reserve for One Year's Debt Service	-
4.	Other (Specify) <u>N/A.</u>	
D. Estimated Project Cost (A+B+C)		2,620,439.47
E. CON Filing Fee****		15,067.53
F. Total Estimated Project Cost (D+E)		TOTAL \$ 2,635,507.00

*Base suite build out \$350,089.92 + MRI CT build out \$223,205.25 - Tenant Improvement Allow \$181,550.00 = \$391,745.17

See Supplemental 2, Attachment B

**X-Ray \$81,600.00 + Ultrasound \$72,300.00 + Mammography \$148,769.42 = \$302,669.42

See Supplemental 2, Attachments C

***Pro rata (22.2%) MRI and CT allocation increased to 100% for the entire suite

****Additional filing fee enclosed (\$67.53)

January 31, 2017

2:11 pm

Attachment B

January 31, 2017

2:11 pm



Dec 8th, 2016

Manley Seale, Architect + Partner
Powell Studio
904 Main Street, Suite A-1
Nashville, TN 37206

New Salem Imaging Suite
2723 New Salem Highway
Murfreesboro, TN 37128

Re: Revised Bid – New Salem Imaging Suite ([via email: manley@powellarchitects.com](mailto:manley@powellarchitects.com))

Manley,

The Conseco Group, Inc. is pleased to present our revised bid for the proposed construction of **your buildout construction of Premier's New Salem Imaging Suite** located in **Murfreesboro, TN**. The following is our bid qualification:

1. Attached is our itemized bid.
2. Included are bid notes and alternates from our bid proposal
3. We have attached a project schedule

Additionally, there are multiple items that warrant in depth consideration and discussion, let us know when would be a good time to meet with you. We look forward to working with you on this project and would like to request that we review our bid information at your convenience.

Sincerely,

Phil Pace
The Conseco Group, Inc.

SUPPLEMENTAL #2**January 31, 2017****2:11 pm****The Conesco Group, Inc.**2601 Westwood Drive
Nashville, TN 37204P: (615) 298-9907
F: (615) 298-1024**Revision:Original****Premier Imaging Suite
2723 New Salem Highway
Murfreesboro, TN 37128**

Printed On: 12/08/2016

Please find enclosed industry standard sectional Division pricing breakdown on the above referenced project as you requested.

Division	Total
01 General Conditions	\$35,230.30
03 Concrete	\$0.00
06 Carpentry	\$2,575.01
08 Doors, Windows & Glass	\$45,472.13
09 Finishes	\$52,470.28
10 Specialities	\$552.60
12 Furnishings	\$30,773.33
15 Mechanical	\$85,224.00
16 Electrical	\$80,004.03
Permit	\$0.00
4% Fee	\$13,292.05
Total	\$345,593.73
Cost/Sq. Foot (Sq Ft): 3,200.00	\$108.00

\$350,089.92

The above pricing includes all labor, materials and equipment to complete the scope of work as per the drawings provided. We have included any insurance required by state law.

We appreciate the opportunity to be included in this project, if you have any questions, please feel free to call.

Thank you,

Wayne Bratcher

January 31, 2017**2:11 pm****Bid Notes**

The following assumptions warrant consideration of our bid:

1. Our bid submission is for the scope of work as described in the construction documents revision 2 dated 11/14/2016.
2. We have excluded removal or replacement of any poor, unsuitable or hazardous soils or materials.
3. We have excluded any tap, impact, utility, testing or connection fees or deposits
4. We have excluded the cost of building permit as it's been paid already
5. We have excluded builders risk
6. We have excluded any bonding costs
7. Electrical secondary is aluminum wire with compression lugs
8. We have excluded furnishing or installing any artwork, furniture, fixtures or equipment
9. Future MRI room door and window excluded in Bid.
10. Exterior wall work excluded for future MRI room.
11. Computer floor assumed furnished and installed by owner.
12. We have left out the concrete infill at the imaging suites
13. Chiller conduits are existing and extend to the rear chiller pad
14. Per project architect, floor mounted water closets are acceptable (as this is what the current plumbing rough-ins have been installed for)

Alternates

The following alternates warrant consideration of our bid:

\$3,900 – Add for concrete infill for imaging suites

January 31, 2017

2:11 pm

Attachment C



GE Healthcare

SUPPLEMENTAL #2

January 31, 2017

Date: 2:11 pm

11-07-2016

Quote #:

PR10-C74007

Version #:

3

Premier Radiology
28 White Bridge Rd Ste 111
Nashville TN 37205-1466

Attn: Michael Moreland
28 White Bridge Rd Ste 111 Nashville
TN 37205-1466

Customer Number : 1-25NM89
Quotation Expiration Date: 12-31-2016

The terms of the Master Purchasing Agreement, Strategic Alliance Agreement or GPO Agreement referenced below as the Governing Agreement shall govern this Quotation. No additional or different terms shall apply unless agreed to in writing by authorized representatives of both parties.

Governing Agreement:

MedAssets

Terms of Delivery:

FOB Destination

Billing Terms:

80% on Delivery/ 20% on Acceptance or First Patient Use

Payment Terms:

Upon Receipt

Total Quote Net Selling Price:

\$81,600.00

*Blackman / New Salem
install mid. Feb '17*

INDICATE FORM OF PAYMENT:

If "GE HFS Loan" or "GE HFS Lease" is NOT selected at the time of signature, then you may NOT elect to seek financing with GE Healthcare Financial Services (GE HFS) to fund this arrangement after shipment.

☐ Cash/Third Party Loan

☒ GE HFS Lease

☐ GE HFS Loan

☐ Third Party Lease (please identify financing company) _____

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

Each party has caused this agreement to be executed by its duly authorized representative as of the date set forth below.

Michael E. Moreland 12/12/16
Authorized Customer Signature Date
Michael E. Moreland VP
Print Name Print Title

Purchase Order Number (if applicable)

GE HEALTHCARE
Gary Young

11-07-2016

Signature

Date

Vaso Healthcare - Authorized Manufacturer Rep

Email: GaryYoung@ge.com
Office: +1 615 202 6373
Mobile: 615-202-6373



GE Healthcare

SUPPLEMENTAL #2

January 31, 2017

Date: 11-07-2016
Quote #: PR10-C74007
Version #: 3

Total Quote Selling Price
Trade-In and Other Credits

\$81,600.00
\$0.00

Total Quote Net Selling Price

\$81,600.00

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:

Gary Young

Office: +1 615 202 6373

Mobile: 615-202-6373

Email: GaryYoung@ge.com

Payment Instructions

Please **Remit** Payment for invoices associated with this quotation to:

GE Healthcare

P.O. Box 96483

Chicago, IL 60693

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate, your form of payment.
- If you include the purchase order, please make sure it references the following information
 - The correct Quote number and version number above
 - The correct Remit To information as indicated in "Payment Instructions" above
 - The correct SHIP TO site name and address
 - The correct BILL TO site name and address
 - The correct Total Quote Net Selling Price as indicated above

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms. Signature page on quote filled out with signature and P.O. number.

OR

Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation # _____; (ii) Per the terms of GPO# _____; (iii) Per the terms of MPA # _____; or (iv) Per the terms of SAA # _____. Include the applicable quote/agreement number with the reference on the purchase order.

In addition, source of funds (choice of: Cash/Third Party Loan or GE HFS Lease or GE HFS Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

January 31, 2017**2:11 pm**

Date: 11-07-2016
Quote #: PR10-C74007
Version #: 3



GE Healthcare

11-07-2016

GPO Agreement Reference Information

Customer: Michael Moreland
Contract Number: PLEASE SEE MEDASSETS CONTRACT # BELOW
Start Date:
End Date: 07/31/2019

Billing Terms: 80% on Delivery/ 20% on Acceptance or First Patient Use
Payment Terms: Upon Receipt
Shipping Terms: FOB Destination

For a copy of the GPO contract or summary, please go to your GPO Membership login page connect.medassets.com. If a copy of the contract is not available on your membership page, please contact your GPO client manager.

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and MedAssets include MS03244 (General Radiology).



GE Healthcare

SUPPLEMENTAL #2

January 31, 2017

Date: 2:11 pm

Quote #:

11-07-2016

Version #:

PR10-C74007

3

JAN 31 17 PM 2:11

Qty	Catalog No.	Description
1		Brivo XR385
1	S3923JA	Brivo XR385 50kW System with Wallstand
1	S39212RG	130cm Portable Detector Clip-on Grid
1	S39232JR	Lateral Tabletop Detector Holder
1	S39232JH	AUTO-PROTOCOL RECOGNITION
1	E4502ST	25 KAIC X-Ray Main Disconnect Panel 80 Amp, 480 V / 208 V

Quote Summary:

Total Quote Net Selling Price

\$81,600.00

(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable.)



GE Healthcare

Gold seal R5

SUPPLEMENTAL #2

January 31, 2017

Date: 11-18-2016
Quote #: PR4-C83145
Version #: 1

Premier Radiology
28 White Bridge Rd Ste 111
Nashville TN 37205-1466

Attn: Michael Moreland
28 White Bridge Rd Ste 111 Nashville
TN 37205-1466

Customer Number : 1-25NM89
Quotation Expiration Date: 11-23-2016

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

1) This Quotation that identifies the Product offerings purchased or licensed by Customer;

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above for the Governing Agreement, if any, shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation.

No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties.

Governing Agreement: None: Standard GEHC Quote Terms Apply
Terms of Delivery: FOB Destination
Billing Terms: 100% billing at delivery
Payment Terms: 30 DAYS NET
Total Quote Net Selling Price: \$72,300.00

Blackman/New
Salem
install late
Feb '17

INDICATE FORM OF PAYMENT:

If "GE HFS Loan" or "GE HFS Lease" is NOT selected at the time of signature, then you may NOT elect to seek financing with GE Healthcare Financial Services (GE HFS) to fund this arrangement after shipment.

☐ Cash/Third Party Loan
☐ GE HFS Lease
☐ GE HFS Loan
☐ Third Party Lease (please identify financing company) _____

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

Each party has caused this agreement to be executed by its duly authorized representative as of the date set forth below.

CUSTOMER: Michael R. Moreland 12/12/16
Authorized Customer Signature Date
Michael R. Moreland manager
Print Name Print Title

Purchase Order Number (if applicable)

GE HEALTHCARE
Franklin Shipp
Signature Date
11-18-2016

Sales Manager - GI
Email: Franklin.Shipp@ge.com
Office: +1 864 612 8057
Mobile: 864-612-8057
FAX: 864-752-1707



GE Healthcare

SUPPLEMENTAL #2

January 31, 2017
 Date: 11-18-2016
 Quote #: 2:11 pm PR4-C83145
 Version #: 1

Total Quote Selling Price	\$72,300.00
Trade-in and Other Credits	\$0.00
Total Quote Net Selling Price	\$72,300.00

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:

Franklin Shipp

Office: +1 864 612 8057

Mobile: 864-612-8057

Email: Franklin.Shipp@ge.com

Fax: 864-752-1707

Payment Instructions

Please **Remit** Payment for invoices associated with this quotation to:

GE Medical Systems

Ultrasound Primary Care Diagnostics, LLC

75 Remittance Drive, Suite #1080

Chicago, IL 60675-1080

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate, your form of payment.
- If you include the purchase order, please make sure it references the following information
 - The correct Quote number and version number above
 - The correct Remit To information as indicated in "Payment Instructions" above
 - The correct SHIP TO site name and address
 - The correct BILL TO site name and address
 - The correct Total Quote Net Selling Price as indicated above

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.

Signature page on quote filled out with signature and P.O. number.

*****OR*****

Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation # _____; (ii) Per the terms of GPO# _____; (iii) Per the terms of MPA # _____; or (iv) Per the terms of SAA # _____. Include the applicable quote/agreement number with the reference on the purchase order.

In addition, source of funds (choice of: Cash/Third Party Loan or GE HFS Lease or GE HFS Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."



GE Healthcare

SUPPLEMENTAL #2

January 31, 2017
Date: 11-18-2016
Quote #: PR4-C83145
Version #: 1

Item No.	QTY	CATALOG	DESCRIPTION	Ext Sell Price
	1		GoldSeal Logiq E9 R5-PC REFURB	
1	1	L4914ZP	<p>GoldSeal Logiq E9 R5 XD Clear</p> <p>A certified pre-owned or previously used system that is refurbished or remanufactured, the GoldSeal LOGIQ* E9 with XD Clear provides innovative GE technology to help enhance diagnostic confidence and workflow efficiency every day in a variety of challenging exams.</p> <p>GoldSeal Offering includes:</p> <ul style="list-style-type: none">Factory B FlowAdvanced Probe SupportCompare AssistDICOM1 year warranty and 3 days applications support <p>Innovative features: Agile Acoustic Architecture with flexible clinically based mathematical models of the body for enhanced image quality. Also included: CrossXBeam* (spatial compounding), SRI HD (Speckle Reduction Imaging in High Definition) with Organ Specific Imaging, and Coded Harmonics. Productivity can be enhanced through many features such as Raw Data for post-processing of images, Automatic Optimization, Virtual Convex, and Advanced 3D (w/ multiplanar displays). Advanced ergonomics include 19 inch color flat panel monitor (1280x1024) with articulating arm, motorized adjustable console, 10.4 inch color LCD touch screen, and four active transducer ports with patented cable hook. Scanning modes include B-Mode, M-Mode, Color Flow, Pulsed Wave, and Power Doppler. Other system features include: Windows** Embedded Standard 7 operating platform, 776 MB cine memory, 500GB internal hard drive, DVD-R, image archive, built-in gel warmer, user footrest, integrated on-board black and white printer bay, and user programmable model parameters. Includes comprehensive software annotation, calculations, and worksheets supporting obstetrical, gynecological, vascular and general imaging applications.</p>	\$53,901.59



GE Healthcare

SUPPLEMENTAL #2

January 31, 2017

Date: 11-18-2016
 Quoted: 2:11 pm PR4-C83145
 Version #: 1

Item No.	QTY	CATALOG	DESCRIPTION	Ext Sell Price
			<p>Includes a DICOM*** software package providing Verify, Print, Store, Multiframe, Modality Worklist, MPPS (Modality Performed Procedure Step), Storage Commitment, Media Exchange and Enhanced US Volume Storage. Additionally, supports Query/Retrieve and Structured Reporting. Does not include network hardware, which may be required.</p> <p>Includes initial installation and connection to customer network.</p> <p>Includes one-year warranty and three days of On-site Applications Training. Training must be completed within six (6) months after Product delivery, otherwise GE Healthcare's obligation to provide the training will expire without refund. Additional On-site Applications Training days are available for purchase. Participating in advanced technology training at the GE Healthcare Education Center in Metro Milwaukee can be purchased separately. Customer workflow permitting and abiding by SDMS criteria, sonographer install CE's may be provided during install training.</p> <p>*Trademark of General Electric Company.</p> <p>**Third party trademarks are the property of their respective owners.</p> <p>*** DICOM is the registered trademark of the National Electrical Manufacturers Association for its standard publications relating to digital communications of medical information.</p>	
2	1	H45551NH	<p>M5S-D Active Matrix Single Crystal Phased Array Sector Probe</p> <p>Multi-frequency, wide-band, active matrix single crystal phased array probe with bandwidth between 1.5 – 4.5 MHz. Supports the following applications: Cardiac, Pediatric, Abdomen, Fetal Heart, Transcranial, Coronary, Stress, LVO Contrast. Provides a 17 x 28 mm footprint, 30 cm depth of field and a 120-degree field of view.</p>	\$2,784.92
3	1	H40442LM	<p>9L-D Linear Probe</p> <p>Broad-spectrum linear probe. Applications include: vascular, small parts, pediatric, and abdomen. Biopsy kit available.</p>	\$2,515.41
4	1	H40452LG	<p>ML6-15-D Matrix Linear Array Transducer</p> <p>Matrix array broad-spectrum linear transducer. Applications include: small parts, vascular, pediatrics, neonatal, breast,</p>	\$3,234.10



GE Healthcare

SUPPLEMENTAL #2

January 31, 2017
 Date: 11-18-2016
 Quoted: 2:41 pm PR4-C83145
 Version #: 1

Item No.	QTY	CATALOG	DESCRIPTION	Ext Sell Price
			thyroid, scrotal. Biopsy kit available.	
5	1	H40442LK	IC5-9-D Micro-convex Intracavitary Probe Broad-spectrum micro-convex intracavitary probe. Applications include: obstetrics, gynecological, and urological. Biopsy kit available.	\$2,156.06
6	1	H40472LT	C1-6-D XDclear Probe XDclear is GE's highest performing transducer technology which is a proprietary combination of advanced materials and innovative acoustic design. Convex transducer with XDclear technology helps achieve impressive depth on patients with difficult body habitus. Applications: abdominal, obstetrics, gynecological, urology, and vascular. Biopsy kit available.	\$3,593.44
7	1	H4830JE	P2D 2 MHz CW Pencil Probe 2MHz non-imaging pencil probe for CW Doppler examinations of cardiac flow. Non-imaging. Requires CW option.	\$251.54
8	1	H4911CE	LOGIQ E9 Cardiac Package LOGIQ E9 cardiac package includes the following: CW capability, physio input panel for ECG, ECG cable with long leads and clips, Tissue Velocity Imaging (TVI) to measure the myocardial velocities longitudinally, evaluating systolic and diastolic function, Tissue Velocity Doppler (TVD) to measure segmental displacement of the myocardium longitudinally, and Q-analysis to plot the velocity information of discrete points for graphical analysis. For BT2011 and later systems. This Package includes an extra (1) day of On-site Applications Training. Additional On-site Applications Training days are available for purchase.	\$3,593.44
9	1	H4914BW	Sony BW 898 Printer Sony UP898 B&W thermal printer for integrated mounting into the LOGIQ E9 console.	\$269.51

Quote Summary:

Total List Price: \$402,400.00
Total Discount (82.03%): (\$330,100.00)

5/6

GE Healthcare Confidential & Proprietary



GE Healthcare

SUPPLEMENTAL #2

January 31, 2017
Date: 11-18-2016
Quote #: PR4-C83145
Version #: 1
2:11 pm

Item No.	QTY	CATALOG	DESCRIPTION	Ext Sell Price
Total Extended Selling Price:				\$72,300.00
Total Quote Net Selling Price				\$72,300.00
(Quoted prices do not reflect state and local taxes if applicable.)				

Please contact Michael Ayers with any questions regarding the contents of this proposal. Michael.D.Ayers@GE.com,
985-209-7170



GE Healthcare

SUPPLEMENTAL #2

Date: **January 31, 2017**
 Quote #: **2:11 pm**
 Version #: **1**

Premier Radiology
 28 White Bridge Rd Ste 111
 Nashville TN 37205-1466

Attn: Michael Moreland
 28 White Bridge Rd Ste 111 Nashville
 TN 37205-1466

Customer Number : 1-25NM89
 Quotation Expiration Date: 04-11-2017

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

- 1) This Quotation that identifies the Product offerings purchased or licensed by Customer;
- 2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty/ies; (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation.

No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties.

Governing Agreement:	None: Standard GEHC Quote Terms Apply
Terms of Delivery:	FOB Destination
Billing Terms:	100% billing at delivery
Payment Terms:	30 DAYS NET
Total Quote Net Selling Price:	\$148,769.42

INDICATE FORM OF PAYMENT:

(If there is potential to finance with a lease transaction, GE HFS or otherwise, select lease.)


☐ Cash * ☐ Lease ☐ HFS Loan

If financing please provide name of finance company below*:

*Selecting Cash or not identifying GE HFS as the finance company declines option for GE HFS financing.

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

Each party has caused this agreement to be executed by its duly authorized representative as of the date set forth below.

CUSTOMER  1-31-17
 Authorized Customer Signature Date
MARK GAW CFO
 Print Name Print Title
 Purchase Order Number (if applicable)

GE HEALTHCARE
 Kathy Tisdale 01-12-2017
 Signature Date
 Product Sales Specialist - Automated Breast Ultrasound
 Email: kathy.tisdale@ge.com
 Mobile: +1 504 491 6185



GE Healthcare

SUPPLEMENTAL #2

Date: January 31, 2017
Quote #: PR1-C91996
Version #: 1
2:11 pm

Total Quote Selling Price	\$148,769.42
Trade-In and Other Credits	\$0.00
Total Quote Net Selling Price	\$148,769.42

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:

Kathy Tisdale

Mobile: +1 504 491 6185

Email: kathy.tisdale@ge.com

Payment Instructions

Please **Remit** Payment for invoices associated with this quotation to:

GE Medical Systems

Ultrasound Primary Care Diagnostics, LLC

75 Remittance Drive, Suite #1080

Chicago, IL 60675-1080

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate, your form of payment.
- If you include the purchase order, please make sure it references the following information
 - The correct Quote number and version number above
 - The correct Remit To information as indicated in "Payment Instructions" above
 - The correct SHIP TO site name and address
 - The correct BILL TO site name and address
 - The correct Total Quote Net Selling Price as indicated above

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.

Signature page on quote filled out with signature and P.O. number.

*****OR*****

Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation # _____; (ii) Per the terms of GPO# _____; (iii) Per the terms of MPA # _____; or (iv) Per the terms of SAA # _____. Include the applicable quote/agreement number with the reference on the purchase order.

In addition, source of funds (choice of: Cash/Third Party Loan or GE HFS Lease or GE HFS Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."



GE Healthcare

SUPPLEMENTAL #2

Date: **January 31, 2017**
Quote #: **2:11pm**
Version #: **1**

01-12-2017
PR1-C91996
1

Item No.	QTY	CATALOG	DESCRIPTION	Ext Sell Price
	1		Goldseal Senographe Essential	
1	1	S9500SD	GS SENO ESS UT DIAGNOSTIC GoldSeal Senographe Essential Used Tube Diagnostic The GoldSeal* Senographe Essential FFDM units eliminate the need for film cassettes, and take advantage of digital technology advances including fast image acquisition, quick on-screen image display, networking flexibility, auto or manual filming, and efficient exam archiving. In addition, the Senographe Essential's streamlined ergonomics help allow technologists to focus on patients and the outstanding image quality helps provide healthcare professionals with greater diagnostic confidence. The Senographe Essential's digital workflow and connectivity helps enable speed and efficiency, along with reliability of accurate information and improved patient care. The system includes: The GE* Senographe Detector Platform A Single Amorphous Silicon, Cesium Iodide-Based Detector with an independently optimized component matrix, CSI needle structure and an Active Area of 24 x 30.7 cm. A wide Dynamic range of 14 bits provides outstanding contrast resolution. The 100Hm pixel size provides an excellent balance of high spatial resolution, low image noise, processing speed, networking and storage efficiency. A preowned GE* Senographe Apollon X-ray Tube: This small, lightweight high performance tube contains a Molybdenum and Rhodium Bi-metal grounded anode, and is thus capable of producing excellent energy spectrum for imaging all breast types. The X-Ray Tube has 4 focal spots, with true 0.1 and 0.3 IEC on each target. The target Angle of 0 degree enables the tube to produce 40mA on a fine 0.1 focal spot. The GE* Senographe Automatic Optimization of parameters (AOP) Exposure Control The fully automatic exposure system is capable of selecting each exposure parameter (kVp, mAs, anode and filter material), according to the radiological thickness of the breast tissue being examined. The AOP technique offers consistent repeatability and	\$103,170.00



GE Healthcare

SUPPLEMENTAL #2

Date: January 31, 2017 01:12:2017
Quote #: PR1-C91996
Version #: 2:11 pm 1

Item No.	QTY	CATALOG	DESCRIPTION	Ext Sell Price
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superior image quality of all breast tissue densities and all breast sizes, as the actual detector replaced an AEC cell The Three AOP modes (standard, contrast, or dose reduction mode) enable more flexibility in dose management

Sharp image acquisition and image processing

GE's image processing algorithms, Tissue Equalization and Premium View, are designed to improve both diagnostic image quality as well as reading speed. Both algorithms help reduce windowing manipulation, improve visualization of dense breast tissue, and maintain peripheral contrast at the skin line and pectoral muscle. And by reducing the needed number of image manipulations (WW/WL), these essential imaging capabilities can help increase reader productivity. Essential's standard Fine View feature further enhances image acquisition by optimizing local contrast in breast structures and sharpening visibility of lesions.

The Senographe Essential Ergonomics

The streamlined ergonomics of the gantry and the acquisition workstation operations enable faster, more efficient exams and help technologists focus on patient care rather than system operation. GE* Essential platform enables either a standard 19x23cm field of view or a 24x31 cm Large Field of View. For this reason, flexible, off-centered ergonomic paddles are available as an option to allow excellent compression of smaller breasts and refined chest compression capabilities to improve both patient comfort and image accuracy. The systems are also designed with automatic collimation and paddle auto-detection. The system provides Parameters Display, including Tube arm support angulation,

Compressed breast thickness (in mm), compression force (in daN), and provides information on system status The operator console automates many of the technologist workflow steps. For example, once the laterality of the breast is indicated, the digital system identifies all other parameters and places a digital marker permanently on the image (AutoMark). This helps enable the technologist to focus on the patient rather than the system. The system has a patient friendly design, with secondary handles, for forearm support, and rounded bucky edges. The



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system helps enable easy wheelchair access due to the extensive vertical travel range from 650 to 1500 mm. The system also comes with an Acquisition Workstation that will immediately display the acquired digital images in the room on a monitor. It provides a 'quick check' for technologists of image quality prior to image transmission to the Review Workstation. Networking and Archiving

Senographe FFDM systems seamlessly integrate for digital workflow and connectivity. The Senographe Essential helps enable speed and efficiency, along with reliability of accurate information and improved patient care. Patient images can be sent automatically from Senographe FFDM systems to any DICOM compliant device, for example: PACS, printer CAS and review workstations.

Essential service and support. GE* is a reliable partner there at all phases, from initial room design to ultimate online equipment monitoring and support. And it's all backed by the reliability and stability of GE's enduring commitment to healthcare.

Senographe Essential Specifications

DETECTOR: Optimized needle structure CsI scintillator Detector
Size: 24 x 30.7 cm

TUBE TECHNOLOGY: X Ray Tube Type: Apollon Anode Target
Materials: Dual Track, Molybdenum enriched with Vanadium and Rhodium Focal spots: 4 focal spots, 0.1 and 0.3 IEC on each target

GRID/BREAST SUPPORT

New ergonomic breast support for exceptional patient comfort and clean ability. Low attenuation carbon fiber composite Motorized mechanism and removal for optimized grid alignment. Grid Ratio 5:1 Detector to Breast Support front edge to edge distance < 4 mm; Breast Support: low attenuation carbon fiber composite Optimized Grid Motion ensuring no grid structure in the images Removable Potter-Bucky device including breast support and grid

AUTOMATIC EXPOSURE



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			<p>Automatic Optimization of Parameters (AOP) AOP is a fully automatic exposure system selecting all exposure parameters based on radiological density of the breast for superior and consistent image quality, ensuring a total reproducibility of the exposure</p> <p>Parameters optimized are: Track (Mo or Rh) Filter (Mo or Rh) KV mAs</p> <p>Three AOP modes are available for more flexibility: Contrast: priority to image quality with dose to patient comparable to screen/film mammography Dose: priority to dose reduction Standard: balances low image noise and dose reduction Manual mode: Manual selection of all parameters: track, filter, kVp and mAs</p> <p>COLLIMATOR</p> <p>Filter: molybdenum: 0.030 mm; rhodium: 0.025 mm Field of view (in detector plane): 24x31 cm² in contact mode or 19x23 cm² regular FOV (centered, off-centered left and right) based on the paddle inserted. Automatic selection based on bucky or magnification platform installed. Manual modification possible using the switch on tube head. Light centering device: light automatically switched on when a preset position is reached or during compression. Can be turned on with a switch located on the tube head Improved Lamp Lifetime</p> <p>COMPRESSION</p> <p>Compression Modes: Motor driven compression up to 20 daN Manual Compression possible up to 27 daN Dual foot-pedals for column height and compression adjustments User defined compression force limit: 4-20 daN Min force for AOP: 3 daN Compression speed: 2 speed levels User can select automatic decompression after exposure to minimize patient time under compression User-defined maximum decompression height</p> <p>MAGNIFICATION</p> <p>1.5 and 1.8 magnification platforms, dedicated magnification paddles</p> <p>POSITIONER Isocentric arm with motorized rotation and vertical</p>	



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			<p>movement SID: 660 mm Distance floor to image receptor: from 650 to 1500 mm Rotation angle: -165/+185 degrees Ergonomic handles with additional handles at the detector level</p> <p>User Interface 4 sets of dual speed switches for rotation and lift movements 4 sets of preset positions buttons for quick and easy positioning in CC and MLO Automatic Stop at +/- 90 degrees for lateral positions Parameters Display Tube arm support angulation: Compressed breast thickness (in mm) Compression force (in daN) Ergonomic Control Console Controls exposure Provides information on system status Gives access to advanced parameters for System set up Patented automatic view names marking</p> <p>ACQUISITION WORKSTATION</p> <p>Small footprint</p> <p>Dose calculated and displayed on the image after every exposure (Entrance Skin Dose and Average Glandular Dose) Dual core Sun Ultra 20 M2 Image Presentation: Fine View provides sharp images based on detector physics. 2 options for primary image processing: Thickness Equalization which provides a "film-like" aspect with improved visibility of the skin line, and Premium View which optimizes the contrast locally and offers the possibility to reduce the reading time displaying all breast information at once. Automatic windowing (window level and window width) Other features: zoom, roaming, inversion, flip, rotation of images, window width and level setting, annotations and measurements.</p> <p>STANDARD CONFIGURATION</p> <p>Supports Tomo upgrade (must be purchased separately) with V4 or V5 Accelera system level configuration</p> <p>Motorized Isocentric Gantry Apollon X-Ray Tube with Rotating Mo/Rh anode Flat Panel Detector Acquisition Workstation with UPS: Pair of dual foot-pedals High-frequency generator and conditioner Face shield 24x31 Bucky with Grid 19 x 23 Standard sliding paddle 24x31 Standard paddle Square spot sliding compression paddle Round spot sliding compression paddle 1.5 magnification stand with dedicated paddles 1.8 magnification</p>	



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			stand with dedicated paddles InSite Modem Quality control toolkit - dependant on country Operating Manual in English Quality check manual in English AVAILABILITY Since GoldSeal* Pre-owned Equipment may be Offered Simultaneously to Several Customers, Its Sale to You is Subject to Availability and Subject to Prior Sale at the Time You Offer to Purchase it. If the Equipment is no Longer Available, (1) We Will Attempt to Identify Other Gold Seal Pre-owned Equipment in Our Inventory That Meets Your Needs, and (2) If Substitute Equipment is Not Acceptable to You, We Will Cancel Your Order and Refund Any Deposit You Have Paid Us for the Canceled Order. *Trademark of General Electric Company.	
2	1	S30331VS	USA iCAD Additional License USA additional license for PowerLook AMP iCAD Additional License for PowerLook AMP requested for each additional Essential connected to the server.	\$23,056.42
3	1	S30331CA	Flexible and Ergonomic 24 x 31cm Compression Paddle Flexible and Ergonomic compression paddle 24 x 31cm for Senographe Essential The optional ergonomic 24x31 cm sliding paddle provides tilting and flexibility for better compression uniformity from chest wall to nipple. Positioning is made easier especially in MLO position for large pectoral muscle and in CC when chest wall and nipple side show large thickness variation. Patient comfort is improved by requiring less compression on pectoral muscle or chest wall to achieve proper compression on the whole breast.	\$1,520.40
4	1	S30331CC	Sliding Flexible and Ergonomic 19 x 23 cm Compression Paddle Sliding Flexible and Ergonomic compression paddle 19 x 23 cm for Senographe Essential	\$1,013.60



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			<p>The optional ergonomic 19x23 cm sliding paddle provides tilting and flexibility for better compression uniformity from chest wall to nipple. It is used in combination with the 19x23 field of view.</p> <p>Positioning is made easier especially in MLO position for large pectoral muscle and in CC when chest wall and nipple side show large thickness variation.</p> <p>Patient comfort is improved by requiring less compression on pectoral muscle or chest wall to achieve proper compression on the whole breast.</p>	
5	1	S30331B	<p>2d Biopsy Optical Localiser</p> <p>2D Biopsy Optical Localizer Includes:</p> <ul style="list-style-type: none">• 2D Cross-hair• 2D Large localization paddle• 2D Spot localization paddle	\$1,629.00
6	1	S30331JR	<p>3MP EIZO COLOR LCD MONITOR RX340</p> <p>3 megapixel high-brightness color monitor. High-definition and multifunctional model featuring precise calibration compliant with the DICOM Part 14 standard.</p> <p>Technical Specifications:</p> <ul style="list-style-type: none">• Display Type LED-backlit LCD monitor / TFT active matrix - 3MP - color• Native Resolution 1536 x 2048• Contrast Ratio 1400:1• Color Support 1.07 billion colors• Dimensions (WxDxH) 14.8 in x 9.7 in x 23.6 in - with stand• Horizontal Viewing Angle 170• Vertical Viewing Angle 170• Pixel Pitch 0.21075 mm• Panel Type IPS• Brightness 1000 cd/m²• Horizontal Refresh Rate 31 - 127 kHz• Backlight Technology LED backlight• Video Bandwidth 215 MHz	\$3,620.00



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			<ul style="list-style-type: none">• Vertical Refresh Rate 29 - 61 Hz• Manufacturer: Eizo Nanao Technologies POWER DEVICE <ul style="list-style-type: none">• Nominal Voltage AC 120/230 V• Frequency Required 50/60 Hz• Power Consumption Operational 125 Watt DISPLAY <ul style="list-style-type: none">• Image Brightness 1000 cd/m2• Image Contrast Ratio 1400:1• Video Bandwidth 215 MHz• Type LED-backlit LCD monitor MISCELLANEOUS <ul style="list-style-type: none">• OSD Languages Chinese (simplified), Chinese (traditional), English, French, German, Italian, Japanese, Spanish, Swedish• Color Category black• Color black• Flat Panel Mount Interface 100 x 100 mm POWER <ul style="list-style-type: none">• Power Consumption Stand by / Sleep: 3 Watt• Power Supply internal MECHANICAL <ul style="list-style-type: none">• Swivel Angle: 344 degrees• Rotation Angle: 90 degrees• Height Adjustment: 3.1 in• Tilt Angle: 30 degrees• Flat Panel Mount Interface: 100 x 100 mm• Display Position Adjustments: Height, pivot (rotation), swivel, tilt CABLE DETAILS <ul style="list-style-type: none">• Type: DVI cable, DisplayPort cable, USB cable• Included Qty: 1• Cable Details: DVI-D to DVI-D	
7	1	E6315T	Mammography Accessories Cabinet	\$1,440.00



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			GE Mammography Accessories Cabinet	
			FEATURES/BENEFITS	
			<ul style="list-style-type: none">Holds 9 Paddles, Mag Stand, QC Phantoms and moreCabinet should be used as floor standing structure	
			SPECIFICATIONS	
			<ul style="list-style-type: none">Dimensions (L x W x H): 44.6" x 14" x 30"Weight: 43 lbs.	
8	1	E6322DJ	ACR Breast Phantom - RMI 156	\$1,320.00
			Mammography Breast Phantom - ACR Gammex 156	
			The Mammographic Accreditation Phantom is designed to test the performance of a mammographic system by a quantitative evaluation of the system's ability to image small structures similar to those found clinically.	
			Objects within the phantom simulate calcifications, fibrous calcifications in ducts, and tumor masses.	
			The phantom is also designed to determine if a mammographic system can detect small structures that are important in the early detection of breast cancer.	
			Test objects within the phantom range in size from those that should be visible on any system, to objects that will be difficult to see even on the best mammographic system.	
			Breast phantom is compatible with analog and digital equipments.	
			Approved by ACR for Mammography.	
			SPECIFICATIONS	
			<ul style="list-style-type: none">Height: 1.75 in. (4.5 cm)Width: 4 in. (10.2 cm)Depth: 4.25 in. (10.8 cm)	
9	1	W0002MM	2 Days MM TiP Onsite Training	\$4,400.00
			2 Days MM TiP Onsite Training	



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Two Day MM Onsite Training provided from 8AM to 5PM, Monday through Friday. Includes T&L expenses. Days provided consecutively.

This training program must be scheduled and completed within 12 months after the date of product delivery.

10	1	W0003MM	3 Days MM TiP Onsite Training	\$7,600.00
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3 Days MM TiP Onsite Training

Three Days MM Onsite Training provided from 8AM to 5PM, Monday through Friday. Includes T&L expenses. Days provided consecutively.

This training program must be scheduled and completed within 12 months after the date of product delivery.

Quote Summary:

Total List Price:	\$389,763.00
Total Discount (61.83%)	(\$240,993.58)
Total Extended Selling Price:	\$148,769.42
Total Quote Net Selling Price	\$148,769.42

(Quoted prices do not reflect state and local taxes if applicable.)

**January 31, 2017****GE Healthcare Terms & Conditions**

with Automated Breast Ultrasound and X-Ray Additional Terms & Conditions

1. Definitions. As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" is Product support or professional services. "Healthcare IT Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software; and/or (v) any Product or Service that is identified in a Healthcare IT Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment is shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.

2. Term and Termination. Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. Software License. Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

Customer must not: (i) display or make available the Software to any other entity; (ii) transfer the Software outside the United States or Customer's network; (iii) decompile, disassemble or reverse engineer the Software or attempt to learn its source code, structure or algorithms; (iv) modify, translate or create derivative works based on the Software; (v) modify markings, labels or notices of proprietary rights of the Software or Documentation; (vi) release results of testing or benchmarking of the Software; or (vii) use the Software outside of the scope defined in this Agreement or the Quotation.

Software and Documentation is licensed to Customer, but no title or other ownership interest passes. No rights are granted except as expressly provided in this Agreement or the Quotation. If the parties enter into a statement of work related to a Quotation ("SOW"), GE Healthcare owns all deliverables and intellectual property developed during performance. Customer assigns, and will cause its employees and independent contractors to assign, to GE Healthcare all of its rights to the SOW deliverables and intellectual property. GE Healthcare grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the SOW deliverables subject to the limitations in this Agreement.

4. Commercial Logistics.**4.1. Order Cancellation and Modifications.**

4.1.1. Cancellation. If Customer cancels an order prior to shipment without GE Healthcare's written consent, GE Healthcare may charge: (i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software Quotations, Third Party Products and/or professional or installation services included on those Quotations; those orders are non-cancellable.

4.1.2. Used Equipment. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment has been previously used ("Used Equipment"); it is not new. When delivered, Used Equipment may have received reconditioning, as necessary, to meet Specifications. Since Used Equipment may be offered simultaneously to several customers, its sale is subject to availability. If it is no longer available, (i) GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and (ii) if substitute Used Equipment is not acceptable, GE Healthcare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2. Site Preparation. Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

4.3. Transportation, Title and Risk of Loss. Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third Party Equipment passes to Customer on delivery to Customer's designated delivery location.

4.4. Delivery, Returns and Installation. Delivery dates are approximate. Products may be delivered in installments. GE Healthcare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and

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interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Equipment requiring installation, if GE Healthcare delivers the Equipment but does not perform the installation, Customer will pay GE Healthcare the quoted selling price less: (a) the installation price, if separately identified in the Quotation; or (b) if no installation price is identified, the fair market value for the installation as determined by an independent third party. For upgrades and revisions to non-Healthcare IT Products, Customer must return replaced components to GE Healthcare at no charge.

4.5. **Information Technology Professional Services ("ITPS").** ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE Healthcare's failure to perform, ITPS performance obligations expire without refund. ITPS includes applications training, project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare IT Products.

4.6. **Acceptance.**

4.6.1. **Equipment Acceptance.** Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("**Equipment Test Period**"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2. **Software Acceptance.** Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("**Software Test Period**"). If the Software fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE Healthcare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "**Go-Live Date**" as defined in the Quotation.

4.6.3. **Third Party Product Acceptance.** Third Party Products are accepted 5 days after delivery.

4.7. **Third Party Products and Services.** If GE Healthcare provides Third Party Products and/or Services, then (i) GE Healthcare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE Healthcare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8. **Mobile Equipment.** GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

4.9. **Audit.** GE Healthcare may audit Customer's use of Software and Healthcare IT Products to verify Customer's compliance with this Agreement. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license or use of the Healthcare IT Product.

5. Security Interest and Payment.

5.1. **Security Interest.** Customer grants GE Healthcare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE Healthcare's security interest.

5.2. **Failure to Pay.** If, after Product delivery, Customer is more than 45 days past due on undisputed payments, GE Healthcare may, on 10 days' prior written notice, disable and/or remove the Products.

5.3. **Late Payment.** Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

5.4. **Taxes.** Prices do not include applicable taxes, which are Customer's responsibility.

5.5. **Lease.** If Customer leases a Product, it continues to be responsible for payment obligations under this Agreement.

6. Trade-In Equipment. Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7. Invenia Automated Breast Ultrasound. CUSTOMER IS REQUIRED TO COMPLETE INVENIA APPLICATIONS TRAINING AND INVENIA RADIOLOGIST TRAINING PRIOR TO CLINICAL USE. Invenia applications training is identified in the Quotation(s) and will be completed through the GE Healthcare applications training courses. Invenia radiologist training can also be purchased separately from GE Healthcare.

8. X-Ray Uptime Commitment. GE Healthcare will provide an uptime commitment during warranty for x-ray Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the x-ray Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to the x-ray Equipment. The "**Uptime Commitment**" for x-ray Equipment is 95%, except digital mammography, digital radiographic and vascular x-ray systems is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

If GE Healthcare fails to meet the Uptime Commitment over a 26-week period, it will extend the warranty as follows:

% Less than Uptime Commitment

0.1 - 3.0

Warranty Extension

1 week

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3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

Uptime is calculated as follows:

$$\left(\frac{\text{UptimeBase} - \text{Downtime}}{\text{UptimeBase}} \right)$$

"Uptime Base" = ("a" hours per day X "b" days per week X 26 weeks) - (Planned Maintenance ("PM") hours during prior 26 weeks), where "a" hours per day and "b" days per week are determined by the standard warranty for the X-Ray Equipment. "Downtime" is the number of hours during which the X-Ray Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that the X-Ray Equipment is inoperable and unavailable for use due to GE Healthcare's design, manufacturing, material or performance failure ("Critical Malfunction"). Downtime ends when the X-Ray Equipment is available for clinical use. To be eligible for the Uptime Commitment, Customer must maintain a performance log that includes data required to calculate Downtime.

9. General Terms.

9.1. Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

9.2. Governing Law. The law of the State where the Product is installed or the Service is provided will govern this Agreement.

9.3. Force Majeure. For non-monetary obligations, performance time will be reasonably extended for delays beyond a party's control.

9.4. Assignment; Use of Subcontractors. Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

9.5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive its end will continue in full effect after its end.

10. Compliance.

10.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related Equipment and Software updates required by applicable laws and regulations at no additional charge.

10.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. **NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.**

10.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

10.4. Parts and Tubes. GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-GE Healthcare parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

10.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

10.6. Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

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10.7. Connectivity. If a Product has remote access capability, Customer must provide GE Healthcare with, and maintain, remote access to the Product by a GE Healthcare-validated connection to permit GE Healthcare to perform Services. If remote access is not provided, GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. The remote connection and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

10.8. Use of Data.

10.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

10.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

10.9. Customer Policies. GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare, and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.

10.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

10.11. Excluded Provider. To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

11. Disputes, Liability and Indemnity.

11.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

11.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

11.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

Customer will indemnify and hold GE Healthcare harmless from third party damages that GE Healthcare becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by Customer's: (a) medical diagnosis or treatment decisions; (b) misuse or negligent use of the Product; and/or (c) use of the Product in a manner or environment, or for any purpose, for which GE Healthcare did not design it, or in violation of GE Healthcare's recommendations or instructions.

The above obligations are conditional on the indemnified party providing the indemnifying party prompt written notice of the claim after receiving notice of it, allowing the indemnifying party the option to control defense and disposition of the claim, and reasonably cooperating with the indemnifying party in the defense. The indemnifying party will not be responsible for any compromise made without its consent.

12. Notices. Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 Innovation Dr., Wauwatosa, WI 53226.

**1. Warranty.**

1.1. **Equipment.** For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.

1.2. **Software.** For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. "**Disabling Code**" is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

1.3. **Services.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4. **Used Equipment.** Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are in GE Healthcare's catalog and at www.gehealthcare.com.

1.6. **Third Party Product.** Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

2. **Remedies.** If Customer promptly notifies GE Healthcare of its claim during the warranty and makes the Product available, GE Healthcare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then-current service rates and subject to personnel availability. GE Healthcare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE Healthcare replaces Equipment or a component, the original becomes GE Healthcare property and Customer will return the original to GE Healthcare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE Healthcare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE Healthcare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE Healthcare may provide a loaner unit during extended periods of Product service. If a loaner unit is provided: (i) it is for Customer's temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare's instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. **Limitations.** GE Healthcare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE Healthcare; and (c) in a manner or environment for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions.

In addition, these warranties do not cover: (i) a defect or deficiency from improper storage or handling, inadequate backup or virus protection, cyber-attacks, failure to maintain within Specifications power quality, grounding, temperature, humidity and repairs due to power anomalies, or any cause external to the Products or beyond GE Healthcare's control; (ii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iii) adjustment, alignment, calibration, or planned maintenance; (iv) network and antenna installations not performed by GE Healthcare or its subcontractors; (v) lost or stolen Products; (vi) Products with serial numbers altered, defaced or removed; (vii) modification of Product not approved in writing by GE Healthcare; (viii) Products immersed in liquid; and (ix) consumable/replaceable items.

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY

Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components)

Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

January 31, 2017**2:11 pm**

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs

MX150 Vascular and Performix 160A (MX160) Tubes: 3 years

X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months

X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for \$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to OEM guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

GE OEC New or Exchange Service/Maintenance Parts: 3 months

GE OEC Refurbished C-Arms: 1 year after installation

HealthNet Lan, Advantage Review — Remote Products: 3 months

Vivid T8: 3 years, includes TEE probes purchased with the Vivid T8

Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i: Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.

LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them: 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L

Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts

Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).

Vscan: 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.

Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and Vscan batteries, which are warranted for 1 year

CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)

B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)

MAC 800, 1200, 1600, 2000 and 3500: 3 years

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

Exergen: 4 years

Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod

Microenvironment and Phototherapy consumable components: 1 month

Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

Oximeters: 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first

Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product

Tec 7 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

January 31, 2017

2:11 pm

Attachment D

January 31, 2017

2:11 pm

**Premier
Radiology****Saint Thomas
Health**

Belle Meade
Brentwood
Briarville
Cool Springs
Hendersonville
Hermitage
Mount Juliet
Midtown
Murfreesboro
Nashville
Smyrna

January 31, 2017

Melanie M. Hill, Executive Director
Tennessee Health Services and Development Agency
502 Deaderick Street
Andrew Jackson Bldg., 9th Floor
Nashville, Tennessee 37243

RE: Middle Tennessee Imaging's CON Licensure Request to Provide Fixed Site MRI & CT Services in the New Salem area of Murfreesboro, TN.

Dear Ms. Hill:

Middle Tennessee Imaging, LLC (d/b/a Premier Radiology) has sufficient resources available to fund all costs required for the development and establishment of the project as set forth in the certificate of need application. The funding needed for Administrative, Architectural, Engineering, Construction, Lease, and Equipment costs appears to be approximately \$2,635,507. Cash-on-hand will be used to fund this project, noting that \$1,095,925 of the costs relate to the lease which will be funded over the lease term from the operating revenue of the center.

If you need additional information, please feel free to contact me. My number is 615-239-2039.

Sincerely,

Mark Gaw
CFO

SUPPLEMENTAL #2

January 31, 2017

2:11 pm

Attachment E

January 31, 2017

2:11 pm

☐ Total Facility
☒ Project Only

PROJECTED DATA CHART

Give information for the two (2) years following the completion of this proposal. The fiscal year begins in January (Month).

	Year <u>2018</u>	Year <u>2019</u>
A. Utilization Data (Specify unit of measure, e.g., 1,000 patient days, 500 visits)	<u>2,164 Scans</u>	<u>2,540 Scans</u>
B. Revenue from Services to Patients		
1. Inpatient Services	\$ <u>-</u>	\$ <u>-</u>
2. Outpatient Services	<u>4,528,035</u>	<u>5,314,791</u>
3. Emergency Services	<u>-</u>	<u>-</u>
4. Other Operating Revenue (Specify) <u>N/A.</u>	<u>-</u>	<u>-</u>
Gross Operating Revenue	\$ <u>4,528,035</u>	\$ <u>5,314,791</u>
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	\$ <u>3,237,545</u>	\$ <u>3,800,076</u>
2. Provision for Charity Care	<u>27,168</u>	<u>31,889</u>
3. Provisions for Bad Debt	<u>126,785</u>	<u>148,814</u>
Total Deductions	\$ <u>3,391,498</u>	\$ <u>3,980,779</u>
NET OPERATING REVENUE	\$ <u>1,136,537</u>	\$ <u>1,334,012</u>
D. Operating Expenses		
1. Salaries and Wages		
a. Direct Patient Care	<u>96,000</u>	<u>98,880</u>
b. Non-Patient Care	<u>44,800</u>	<u>46,144</u>
2. Physician's Salaries and Wages	<u>-</u>	<u>-</u>
3. Supplies	<u>90,014</u>	<u>105,654</u>
4. Rent		
a. Paid to Affiliates	<u>12,796</u>	<u>13,054</u>
b. Paid to Non-Affiliates	<u>-</u>	<u>-</u>
5. Management Fees:		
a. Paid to Affiliates	<u>18,412</u>	<u>21,611</u>
b. Paid to Non-Affiliates	<u>-</u>	<u>-</u>
6. Other Operating Expenses	<u>504,088</u>	<u>589,937</u>
Total Operating Expenses	\$ <u>766,110</u>	\$ <u>875,280</u>
E. Earnings Before Interest, Taxes and Depreciation	\$ <u>370,427</u>	\$ <u>458,732</u>
F. Non-Operating Expenses		
1. Taxes	\$ <u>7,500</u>	\$ <u>8,500</u>
2. Depreciation	<u>111,421</u>	<u>111,421</u>
3. Interest	<u>-</u>	<u>-</u>
4. Other Non-Operating Expenses	<u>-</u>	<u>-</u>
Total Non-Operating Expenses	\$ <u>118,921</u>	\$ <u>119,921</u>
NET INCOME (LOSS)	\$ <u>251,506</u>	\$ <u>338,811</u>

Chart Continues Onto Next Page

January 31, 2017**2:11 pm**

NET INCOME (LOSS)	\$ 251,506	\$ 338,811
G. Other Deductions		
1. Estimated Annual Principal Debt Repayment	\$ -	\$ -
2. Annual Capital Expenditure	-	-
Total Other Deductions	\$ -	\$ -
NET BALANCE	\$ 251,506	\$ 338,811
DEPRECIATION	\$ 111,421	\$ 111,421
FREE CASH FLOW (Net Balance + Depreciation)	\$ 362,927	\$ 450,232

☐ Total Facility☒ Project Only**PROJECTED DATA CHART-OTHER EXPENSES**

OTHER EXPENSES CATEGORIES	Year 2018	Year 2019
1. <u>Professional Services Contract</u>	\$ 16,366	\$ 19,210
2. <u>Contract Labor</u>	-	-
3. <u>Imaging Interpretation Fees</u>	318,230	373,524
4. <u>Billing & Collection Fees</u>	51,144	60,031
5. <u>Repairs & Maintenance</u>	57,281	67,234
6. <u>Transportation/Meals & Entertainment</u>	4,092	4,802
7. <u>IT, Ins., TeleCom & Other Expenses (i.e. Utilities)</u>	56,975	65,136
Total Other Expenses	\$ 504,088	\$ 589,937

January 31, 2017**2:11 PM Total Facility**☐ Project Only**PROJECTED DATA CHART**

Give information for the two (2) years following the completion of this proposal. The fiscal year begins in January (Month).

	Year <u>2018</u>	Year <u>2019</u>
A. Utilization Data (Specify unit of measure, e.g., 1,000 patient days, 500 visits)	11,930 Scans	13,406 Scans
B. Revenue from Services to Patients		
1. Inpatient Services	\$ -	\$ -
2. Outpatient Services	9,552,271	10,971,387
3. Emergency Services	-	-
4. Other Operating Revenue (Specify) <u>N/A.</u>	-	-
Gross Operating Revenue	\$ 9,552,271	\$ 10,971,387
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	\$ 6,829,873	\$ 7,844,542
2. Provision for Charity Care	57,314	65,828
3. Provisions for Bad Debt	267,464	307,199
Total Deductions	\$ 7,154,651	\$ 8,217,569
NET OPERATING REVENUE	\$ 2,397,620	\$ 2,753,818
D. Operating Expenses		
1. Salaries and Wages		
a. Direct Patient Care	480,000	494,400
b. Non-Patient Care	134,400	138,432
2. Physician's Salaries and Wages	-	-
3. Supplies	189,892	218,102
4. Rent		
a. Paid to Affiliates	104,645	106,751
b. Paid to Non-Affiliates	-	-
5. Management Fees:		
a. Paid to Affiliates	38,841	44,612
b. Paid to Non-Affiliates	-	-
6. Other Operating Expenses	1,082,942	1,240,026
Total Operating Expenses	\$ 2,030,720	\$ 2,242,323
E. Earnings Before Interest, Taxes and Depreciation	\$ 366,900	\$ 511,495
F. Non-Operating Expenses		
1. Taxes	\$ 20,000	\$ 25,000
2. Depreciation	239,300	239,300
3. Interest	-	-
4. Other Non-Operating Expenses	-	-
Total Non-Operating Expenses	\$ 259,300	\$ 264,300
NET INCOME (LOSS)	\$ 107,600	\$ 247,195

Chart Continues Onto Next Page

SUPPLEMENTAL #2**January 31, 2017****2:11 pm**

NET INCOME (LOSS)	\$ 107,600	\$ 247,195
G. Other Deductions		
1. Estimated Annual Principal Debt Repayment	\$ -	\$ -
2. Annual Capital Expenditure	\$ -	\$ -
Total Other Deductions	\$ -	\$ -
NET BALANCE	\$ 107,600	\$ 247,195
DEPRECIATION	\$ 239,300	\$ 239,300
FREE CASH FLOW (Net Balance + Depreciation)	\$ 346,900	\$ 486,495

☒ Total Facility☐ Project Only**PROJECTED DATA CHART-OTHER EXPENSES**

<u>OTHER EXPENSES CATEGORIES</u>	<u>Year 2018</u>	<u>Year 2019</u>
1. <u>Professional Services Contract</u>	\$ 34,526	\$ 39,655
2. <u>Contract Labor</u>	-	-
3. <u>Imaging Interpretation Fees</u>	671,334	771,069
4. <u>Billing & Collection Fees</u>	107,893	123,922
5. <u>Repairs & Maintenance</u>	120,840	138,792
6. <u>Transportation/Meals & Entertainment</u>	8,631	9,914
7. <u>IT, Ins., TeleCom & Other Expenses (i.e. Utilities)</u>	139,718	156,674
Total Other Expenses	\$ 1,082,942	\$ 1,240,026

January 31, 2017

2:11 pm

Attachment F

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

NAME OF FACILITY: MID-TN IMAGING, LLC dba PREMIER RADIOLOGY - NEW SALEM

I, MARK GAV, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.



[Signature] CFO
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 31st day of Jan, 2017,
witness my hand at office in the County of Davidson, State of Tennessee.

[Signature]
NOTARY PUBLIC

My commission expires July 8th, 2017.

Supplemental #3 -COPY-

Mid TN Imaging LLC

CN1701-003

January 31, 2017**3:54 pm**

JAN 31 '17 PM 3:54

January 31, 2017

Hand Delivery

Phillip Earhart, HSD Examiner
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: Certificate of Need Application, CN1701-003, Mid-TN Imaging, LLC d/b/a Premier Radiology

Establishment of a New ODC and Initiation of MRI and CT Services

Dear Mr. Earhart:

This letter is our response to your third supplemental request of January 31, 2017. This information is provided in triplicate along with a notarized affidavit.

1. Section B, Need, Item 1 (Project Specific Criteria-Magnetic Resonance Imaging, Attachment-MRI Need Methodologies and Results)

Please clarify if 2015 MRI utilization of 25,536 scans for Rutherford County, 3,778 scans for Bedford County, and 4,183 scans for Coffee County is based solely on patient origin.

RESPONSE: Yes, these MRI scan volumes are for residents of the county regardless of where the scans were performed, i.e., resident county utilization.

2. Section B, Item 1 (Project Specific Criteria-Magnetic Resonance Imaging, MRI Need) and Need. Item 5 (Historical MRI Utilization in Applicant's Primary Service Area)

The table submitted on January 30, 2017 included utilization errors. Please complete the following table using the attached HSDA MRI utilization table as a guide.

RESPONSE: A replacement table is provided, based solely on the Equipment Registry. The table provided previously used hospital JAR data for MRI scans, which sometimes varies from the Equipment Registry.

Using the table above, please discuss if there is a need for an additional MRI in the 3 county service when the combined average utilization of existing MRI providers is at 80% of the total capacity of 3,600 procedures, or 2,880 procedures.

RESPONSE: As stated in the CON application and supplemental responses, MTI New Salem expects that with **1)** population growth in the service area and **2)** improved access to MRI services and a concomitant increase in the area's use rate to that of the state's use

Mr. Phillip Earhart
January 31, 2017
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rate (89.4/1,000), the number of service area MRIs will increase significantly. The projected increase in MRI procedures is expected to generate more than 9,400 additional MRI procedures by 2021, sufficient volume to accommodate approximately three MRI units.

In addition, ODCs are reimbursed at lower rates than hospital outpatient departments, saving money for both patients (deductibles and copayments) and payors (government and private). This demand is not expected to abate anytime soon. Therefore, hospitals are not a cost effective alternative to ODCs.

Thank you for the opportunity to provide this supplemental information. Should you have any questions or require additional information, please do not hesitate to contact me.

A notarized affidavit is attached here as well.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark Gaw', followed by a stylized flourish.

Mark Gaw
Chief Financial Officer

attachments

Service Area Historical MRI Utilization, 2013-2015

Provider	Type	County	# of MRIs (2015)	Distance from applicant (in miles)	2013	2014	2015	% of MRI Standard in 2015 (2,880)	% Change 2013 to 2015
MTI Rutherford	ODC	Rutherford	2	5.2	5,169	5,595	6,480	113%	25.4%
MTI Smyrna	ODC	Rutherford	2	17.5	2,392	3,003	3,614	63%	51.1%
The Image Ctr. Of Murfreesboro	ODC	Rutherford	1	6.7	4,827	5,327	5,244	182%	8.6%
Saint Thomas Rutherford	Hospital	Rutherford	2	6.5	1,964	1,994	2,572	45%	31.0%
TriStar Stonecrest	Hospital	Rutherford	1	17.7	2,369	2,509	2,896	101%	22.2%
Murfreesboro Medical Clinic	PO	Rutherford	1	5.4	1,994	2,344	2,770	96%	38.9%
Tennessee Orthopaedic Alliance Imaging	PO	Rutherford	2	4.9	4,148	4,528	4,530	79%	9.2%
Rutherford Co. Facility Sub-Total			11		22,863	25,300	28,106	89%	22.9%
Hartson Regional	Hospital	Coffee	1	43.8	2,538	2,293	2,354	82%	-7.2%
United Regional Medical Ctr	Hospital	Coffee	0	35.9	1,615	1,566	N/A	N/A	N/A
Medical Center of Manchester	Hospital	Coffee	0	34.2	632	734	N/A	N/A	N/A
Unity Medical Center	Hospital	Coffee	2	34.2	N/A	N/A	1,871	32%	N/A
Coffee Co. Facility Sub-Total*			3		4,785	4,593	4,225	49%	-11.7%
Bedford County									
Heritage M.C.	Hospital	Bedford	1	20.5	1,131	1,148	1,199	42%	6.0%
Service Area Total			15		28,779	31,041	33,530	78%	16.5%

Source: MRI Equipment Registry (as of 10/17/2016)

Mileage from Google maps

*Coffee County providers have reported data inconsistently, perhaps due to the consolidation of two hospitals into Unity Medical Center

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AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF DAVIDSONNAME OF FACILITY: MID-TN IMAGING dba PREMIER RADIOLOGY - NEW SALEM

I, MARK GAW, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

[Signature] CFO
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 31 day of January, 2017,
witness my hand at office in the County of Davidson, State of Tennessee.

[Signature]
NOTARY PUBLIC

My commission expires 3-10, 2019.



Original

ADDITIONAL
INFORMATION

Mid-TN Imaging, LLC d/b/a
Premier Radiology

CN1701-003

JAN 30 '17 PM 12:25

January 30, 2017

Hand Delivery

Phillip Earhart, HSD Examiner
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: Certificate of Need Application, CN1701-003, Mid-TN Imaging, LLC d/b/a Premier Radiology

Establishment of a New ODC and Initiation of MRI and CT Services

Dear Mr. Earhart:

This letter is a follow up to our responses submitted on Thursday, January 26th. Some reporting inconsistencies were found on the Agency's MRI Equipment Registry for Coffee County, requiring additional research.

This supplemental response follow up is provided in triplicate along with a notarized affidavit.

14. Section B, Need. Item 5 (Historical MRI Utilization in Applicant's Primary Service Area)

Please complete the following table.

RESPONSE: The completed table is provided on a separate page following this cover letter. Despite the reporting inconsistencies cited above, area MRI providers performed more than 3,000 MRI scans in 2015 than in 2013, for a growth rate of 13.4%.

Thank you for the opportunity to provide this supplemental information. Should you have any questions or require additional information, please do not hesitate to contact me.

A notarized affidavit is provided here as well.

Sincerely,



Mark Gaw
Chief Financial Officer

attachments

Attachment

Service Area Historical MRI Utilization, 2013-2015

Provider	Type	County	# of MRIs (2015)	Distance from applicant (in miles)	2013	2014	2015	% of MRI Standard in 2015 (2,880)	% Change 2013 to 2015
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MTI Smyrna	ODC	Rutherford	2	17.5	2,392	3,003	3,614	63%	51.1%
The Image Ctr. Of Murfreesboro	ODC	Rutherford	1	6.7	4,854	5,524	5,244	182%	8.0%
Saint Thomas Rutherford	Hospital	Rutherford	2	6.5	2,386	2,322	2,630	46%	10.2%
TriStar Stonecrest	Hospital	Rutherford	1	17.7	2,369	2,509	2,896	101%	22.2%
Rutherford Co. Facility Sub-Total			8		17,171	18,953	20,864	91%	21.5%
Hartson Regional	Hospital	Coffee	1	43.8	2,554	2,110	2,371	82%	-7.2%
United Regional Medical Ctr	Hospital	Coffee	0	35.9	1,610	1,557	N/A	N/A	N/A
Medical Center of Manchester	Hospital	Coffee	0	34.2	721	853	N/A	N/A	N/A
Unity Medical Center	Hospital	Coffee	2	34.2	N/A	N/A	1,871	32%	N/A
Coffee Co. Facility Sub-Total*			3		4,885	4,520	4,242	49%	-13.2%
Bedford County									
Heritage M.C.	Hospital	Bedford	1	20.5	1,125	1,144	1,192	41%	6.0%
Service Area Total			12		23,181	24,617	26,298	76%	13.4%

Source: MRI Equipment Registry (as of 10/17/2016)

Mileage from Google maps

*Coffee County providers have reported data inconsistently, perhaps due to the consolidation of two hospitals into Unity Medical Center

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JAN 30 '17 PM 12:25

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

NAME OF FACILITY: MID - TN IMAGING, LLC dba PREMIER RADIOLOGY - NEW SALEM

I, MARK GAW, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.



[Signature] CFO
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 30th day of Jan., 2017, witness my hand at office in the County of Davidson, State of Tennessee.

[Signature]
NOTARY PUBLIC

My commission expires July 8, 2017.